

**CITY OF OJAI
CITY COUNCIL RESOLUTION NO. 25-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI APPROVING
DESIGN REVIEW PERMIT (DRP 24-006), RATIFYING THE PUBLIC WORKS YARD
AS THE APPROVED SITE FOR THE PERMANENT SUPPORTIVE HOUSING
PROJECT, KNOWN AS CABIN VILLAGE, CONSISTING OF 30-UNITS, 100%
AFFORDABLE, SHARED DINING, KITCHEN, COURTYARD, STORAGE, AND
SUPPORTIVE CARE LOCATED AT 408 SOUTH SIGNAL STREET, ASSESSOR'S
PARCEL NUMBER: 023-0-120-020, AND THAT THE PROJECT IS EXEMPT FROM
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND APPROVING THE
SOLE SOURCE DEVELOPMENT MANAGEMENT AGREEMENT WITH
DIGNITYMOVES, A CALIFORNIA NONPROFIT CORPORATION, FOR
DEVELOPMENT REGARDING THE SAME**

WHEREAS, at the September 26, 2023, City Council meeting, City Council authorized an initial budget of \$200,000 to manage and maintain the City Hall Campus as the temporary supportive housing community; and

WHEREAS, at the December 12, 2023, City Council meeting, the City Council authorized staff to pursue additional funding through the State's Encampment Resolution Funding Program (ERF) Grant; and

WHEREAS, on April 18, 2024, it was announced that the City was the only successful applicant who secured the third round ERF grant funding at the amount of \$12,667,461.04, which enabled the City to look for an alternative site to provide permanent supportive housing for the Ojai Tent Town community located adjacent to Kent Hall (hereafter "Cabin Village" or "the Project"); and

WHEREAS, per the ERF grant application and executed agreement, DignityMoves will manage and oversee the development of the Project, and Help of Ojai will provide case management services to future residents of the Cabin Village via two case managers; and

WHEREAS, on June 11, 2024, the City Council unanimously voted to pursue the purchase of 601 East Ojai Avenue as the site for a 30-unit modular tiny home village to be developed by DignityMoves and case management services provided by Help of Ojai which is consistent with the ERF grant award; and

WHEREAS, after extensive discussion and negotiations for the vacant property at 601 East Ojai Avenue, the property owner identified restrictions associated with the sale of the property which prevented the placement of permanent supportive housing at the site, which lead to the City no longer actively pursuing this site for the project; and

WHEREAS, in response to the collapsed negotiations between the City and property owner for the purchase of 601 East Ojai Avenue, City staff pivoted to involving the Ojai Valley

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Board of Realtors to help support the City's effort in finding sites for the placement of the permanent supportive housing project; and

WHEREAS, at the July 9, 2024 City Council meeting, the City Council directed staff to work with the Ojai Valley Board of Realtors (OVBR) to identify additional locations for the proposed *Cabin Village*, which after several meetings with City Manager Ben Harvey and OVBR, the list of viable sites was refined to as follows: APN: 024-0-071-025 (eastern abutting parcel of Ventura County Fire Department Station on East Ojai Avenue), APN: 023-0-120-020 (1400 Maricopa Highway, Public Works Department Storage Yard), and APN 024-0-010-100 (1023 West Ojai Avenue – Rotary Park); and

WHEREAS, at the August 27, 2024 City Council meeting, all of the proposed alternatives were extensively vetted, leading Council to determine that the City-owned Public Works Department Storage yard would potentially be the most viable site for the Project, and thus directed staff to secure the necessary technical reports to vet the feasibility of the site while preparing a site plan to prepare the site for development with a 3-2 vote; and

WHEREAS, City staff and DignityMoves, submitted an application to the City for a Design Review Permit (DRP 24-006) at the Public Works Department Storage yard, with DignityMoves as the developer to build a 30 unit, permanent supportive housing project to include shared facilities, gathering spaces, and supportive services, which was considered by the Planning Commission at its November 6, 2024 and February 19, 2025 meetings, where the Commissioners offered comments after taking public testimony, hearing evidence from the City staff and the community, to be considered for implementation in the proposed development, which are either included in the Project's Conditions of Approval in this Resolution or were included in modifications to the Project, that the Design Review Permit No. DRP 24-006 are consistent with the City's General Plan and City's Municipal Code; and

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly notice public discussion regarding the proposed permanent supportive housing project at 408 South Signal Street as well as design concepts, site configuration, and ingress/egress access points; and

WHEREAS, on February 19, 2025 the Planning Commission conducted a duly notice public discussion, the Commission reviewed staff responses to questions received at the November 6, 2024 Planning Commission meeting, reviewed and commented on the design of the proposed permanent supportive housing project, reviewed and commented on the proposed access point(s), and reviewed and commented on the use; and

WHEREAS, notice of the Planning Commission's public discussions on November 6, 2024, and February 19, 2025, were provided to all property owners within a 500' radius of the project site and all property owners within the Persimmon Hill community; and

WHEREAS, on February 24, 2025, Mayor Andy Gilman moderated a public workshop meeting involving the Mayor, City Manager Ben Harvey, County of Ventura Homeless Solutions Director Kimberlee Albers, Ventura County Sheriff Police Chief Trina Newman, DignityMoves

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Vice President Jeff Gaddess, and Co-Executive Director of Help of Ojai Jayn Walter as panelists to answer the community's questions regarding the program operations of the proposed Cabin Village Permanent Supportive Housing Project; and

WHEREAS, this project is funded through the State of California via the ERF Program and operations will be managed by the City; and

WHEREAS, the proposed permanent supportive housing use would fit within the parameters as an allowed use type of government facility on P-L zoned land, as it is similar to other uses listed as allowable within the zone, and residential uses are allowed in the P-L with the maximum density to be determined by the City Council or Planning Commission through the development review process; and

WHEREAS, on March 25, 2025 the City Council held a regularly noticed public hearing, notice provided to residents within a 500' radius and all Persimmon Hill property owners, regarding the approval of the Public Works Department Storage Yard as the location for the Cabin Village project contingent upon the City entering into a Development Management Agreement with DignityMoves and approval of the Design Review Permit; and

WHEREAS, through good faith negotiations, DignityMoves and the City of Ojai have negotiated a Development Management Agreement to be considered the City Council at its May 27, 2025, regular meeting for review and discussion for DignityMoves development of the Permanent Supportive Housing Project, as proposed in the ERF grant;

WHEREAS, notice for this hearing has been provided to residents within a 500' radius and all Persimmon Hill property owners; and

WHEREAS, per the 2025 Ventura County Homeless Count Preliminary Report issued by the Ventura County Continuum of Care, the unsheltered population has steadily increased since 2022 from 38 to 60 unhoused persons, 54 of which remain unsheltered; and

WHEREAS, the Project as proposed and approved in the ERF grant, is a low-barrier housing solution designed to provide a direct pathway to housing from the encampment commonly known as "Ojai Tent Town" for 30 unsheltered individuals in the City; and

WHEREAS, the Project is designed as a critical pathway toward long-term housing stability for the City's unsheltered community;

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

SECTION 1. Recitals. That the City Council determines that the above set forth recitals are true and correct regarding the application for the Design Review Permit (DRP 24-006) incorporated herein.

SECTION 2. Encampment Resolution Funding Program (ERF). That the City Council acknowledges that the proposed permanent supportive housing project at 408 South Signal (APN 023-0-120-020) supports the unhoused crisis that is currently affecting the City of Ojai and the State of California and is a permissible use of the ERF grant of \$12,677,461.04 awarded to the City because the Project will provide a portion of the City's unhoused population located at the encampment known as "Ojai Tent Town" and future unhoused persons with a permanent supportive housing facility.

SECTION 3. Design Review Permit Findings. That the City Council finds and determines the following outlined in Section 10-2.2004 (Standards) and Section 10-2.2009 (Findings and decision) of the Ojai Municipal Code:

1. Section 10-2.2004 (Standards)

(a) All design standards identified in Section 10-2.2004(a) of the Ojai Municipal Code are adhered to as follows:

(1) *Context: new structures should employ materials, colors, textures, styles, building mass, and scale that are compatible with the architectural character and form of surrounding buildings, as appropriate.*

The proposed project will be designed in a Spanish Hacienda style, similar to the Spanish style apartments just north of the site and the single-family residence to the south. The proposed project also takes inspiration from the City's traditional buildings, specifically the City's notorious Arcade Plaza and its Spanish Revival architecture style.

(2) *Continuity: buildings should be set back from the street consistent with the pattern of existing development located in the vicinity of the property.*

There is no other housing development accessed from south Montgomery in the immediate vicinity of the proposed project. As such, the site is on an "island" respective to South Montgomery St. However, on south Ventura Street side, where only pedestrian/bicycle access is proposed, there is a single-family residence to the south and multi-family development(s) to the north. The single-family residential site to the south is setback approximately 30 feet. While the multi-family development is set back approximately 25 feet, the proposed project will be set back between 31'-3" and 11'-1" on the Ventura Street side, which would be continuous with the surrounding streetscape. Given that the proposed development is a single story, heavily screened by trees, and situated below street level, concerns about visual continuity are minimal in this context.

(3) *Scale: building forms should maintain a human scale at the street and an appropriate height transition to adjacent properties.*

The proposed project will be one-story. The only other structure at a similar grade is the single-family residence to the south, which is also one story. The proposed project is designed on a human scale as it accommodates pedestrians at multiple access points, where automobiles can only access the site from one access point (Montgomery Street).

(4) Architectural Design: high quality architecture should be employed to avoid monotonous building elevations and create architectural interest.

The windows at the front entrance will be recessed and the roof will be a pitched tiled roof to create architectural interest, avoiding monotonous elevations. The proposal developed by the architect arranges 30 units (two units are double units), communal cooking, dining, laundry and administrative spaces in a single story around a central courtyard. The architectural character takes inspiration from the city of Ojai's traditional buildings, specifically the City's cherished historic Arcade Plaza with open air hallways.

(b) The proposed project is consistent with applicable policies LU-2 and LU-10 of the City's General Plan as required by Section 10-2.2004(b) of the Ojai Municipal Code as follows:

LU-2 Preserve the following physical components of Ojai's small town character, along with the desirable features of individual neighborhoods, and incorporate them into the design of new development wherever feasible.

- (A) Retention of a feeling of openness and preservation of views of the hills and mountains which form the Ojai Valley, defining the extent of urban development, as well as preservation of natural character of these hillside areas.*
- (B) Preservation of significant community monuments such as Libbey Park the arcade, and the post office, as well as the visual prominence of these features within the downtown area.*
- (C) An emphasis on the retention of natural landforms and the natural environment over its conversion to urban forms; and an emphasis on ease of pedestrian and bicycle access and transportation.*
- (D) A generally low profile form of development.*

The proposed 30-unit Cabin Village project would preserve the physical components of Ojai's small-town character through the application of single-story development, maintain desirable features retained within individual neighborhoods with the use of similar architectural features and design form, and incorporate such designs within the proposed development.

The preservation of Ojai's character and physical components will remain due to these features identified as part of the proposed 30-unit permanent supportive housing project:

- (A) By retaining a feeling of openness through the courtyard design with the 30-units surrounding this design feature in what is referred to as a Spanish Hacienda and preservation of existing mature vegetation and protected mature onsite trees. The proposal for the site includes 30 individual, connected permanent supportive housing units, a separate area containing common facilities, including a community gathering space, laundry, kitchen/food preparation, storage facilities, supportive services, and administrative offices. Each unit is anticipated to be approximately 180 square feet in area. Vehicular access would be provided along South Montgomery Street. Pedestrian access would be through South Montgomery Street and South Ventura Street. An ADA accessible ramp is proposed for South Ventura Street access.
- (B) By preserving existing community monuments which is being done through a design complementary to the Arcade Plaza via a single-story Spanish Design architectural style.
- (C) By the preservation of onsite mature trees and inclusion of additional protected trees to provide and further intensify the existing natural vegetation buffer and community tree canopy. Also, bicycle and pedestrian access will be provided at two points with the first including ADA access and bicycle access along South Ventura Street and the second is along South Montgomery Street which would include vehicular, bicycle, and pedestrian access.
- (D) By the proposed Cabin Village project being of low profile form in that the proposed development would be single-story in design/form and approximately 16'-2" in height from top of slab, include a density not out of character with the City as existing zoning and development within the City and under the same land use designation include density of residents beyond what is proposed at the Cabin Village site. Also, the character of the community is in mind with this proposal and considered, evidenced by the setbacks from Ventura Street, Montgomery Street, and Signal Street reducing visual presence from the Montgomery Street.
 - (1) *LU-10 – Require that new developments be at an appropriate density or intensity based upon compatibility with the majority of existing surrounding uses. As part of the development review process, treat the densities and intensities outlined in the Land Use Element for specific designations as the maximum allowable, and do not approve the maximum allowable density or intensity unless the proposed project is consistent with provisions of each of the elements of the Ojai General Plan.*

- (A) *Require that adequate buffering and transitions be provided between dissimilar uses. Where a question of compatibility exists, require the new use to conform to the lower intensity.*
- (B) *As part of the development review process, new development or the alternative of existing development is to be viewed not only as a freestanding object, but also as part of a street, neighborhood, and as part of the entire community.*
- (C) *Require the bulk and massing of new structures relate to the prevailing or planned scale of adjacent development. Require that setbacks from streets related to existing setbacks along the street, the scale of the structure, and the desired character of the development.*
- (D) *Require that new development respect the view of existing developments; provide view corridors which are oriented toward existing or proposed community amenities, such as parks, open spaces, and natural features.*

The 30-unit proposed Cabin Village development is consistent with each of the elements of the Ojai General Plan, as identified within Exhibit 1 to Attachment A (Similar Use Determination). The proposed Cabin Village project includes density/intensity which is appropriate for the 1.74-ac site with a zoning designation of P-L (Public/Quasi-Public) and a General Plan land use designation of P (Public/Quasi-Public), which equates to approximately 17-units per acre.

Consistent with the purpose of Public/Quasi-Public (P) in the general plan, land designated as Public is to provide for adequate space for the conduct of public and institutional activities within and for the community. Typical uses include governmental offices and facilities, churches, and cultural facilities. The proposed project and use as a 30-unit permanent affordable housing project site with administrative offices for services falls within the category of government office/facilities. The density of the proposed project is consistent with existing use(s) within the P land use designation including the ARC of Ventura County. The size of this site and comparable use is approximately 1.55-ac and includes facilities/operations for 47 intellectual and developmental disabilities, which equates to approximately 30-units per acre.

- (A) The proposed Cabin Village project includes existing vegetative buffering and will be maintained regarding the use, with the application of additional landscaping and new trees to further the density of development.
- (B) The proposed development would not stand as a freestanding object but instead would blend with the surrounding development in regard to building design and form, native drought tolerant landscape, site features such as bicycle friendly features for security, storage, and bike amenities. The proposed amenities associated with this proposed project are also consistent with other government facilities within the P land use designation.

(C) The bulk and massing of the proposed Cabin Village project related to the prevailing scale of the surrounding uses as the proposal includes single story construction and height of approximately 16'-2" and the use of natural materials. The use of these natural reclaimed materials will demonstrate sustainable construction methods guided by the values of land stewardship and community care. The intent is for each cabin to be high-quality, non-toxic, fire-resistant, long-lasting, and fit within Ojai's unique design character. Each would include a bathroom with a shower, a bed, a closet, a desk, and small fridge. The cabins would be cloistered around a shared courtyard resembling a Spanish Hacienda and other prominent landmarks in the City with open air hallways shaded by an awning. Framing the north end of the courtyard will be the communal and administrative facilities, including laundry, storage, communal dining, communal kitchen, supportive services and administrative offices.

The roof material will be clay tile with a moderate 3:12 pitched roof. There are long term plans to include a solar array along the south facing roof. The exterior walls for this single-story building are proposed to be in a light material with window frames, hardware, gutters and downspouts in dark bronze. The rafter tails for each of these units would be in the same consistent dark "Cordoba Brown" color.

(D) The proposed project would continue the trend of respecting views of existing development as the proposed project is of a low-profile as proposed to be single-story construction with a height of 16'-2". The proposal would also include a roof material clay tile with a moderate 3:12 pitched roof.

(c) The general standards of Section 10-2.2004(d) of the Ojai Municipal Code are adhered to as follows with justification:

(1) *All buildings shall be designed in accordance with recognized principles of architectural design and shall harmonize with or complement adjacent or nearby principal structures. Nearby structures which are obsolete or of no architectural importance may be disregarded.*

All proposed structures are designed in accordance with the recognized principles of architectural design (see above) and harmonize with adjacent structure as the surrounding developments are also designed in a Spanish style, taking inspiration from the City's Arcade Plaza.

(2) *The overbuilding of a site shall be discouraged. The provision of open areas that will permit suitable landscaping complementary to the proposed design, such as front setbacks, walls, courts, patios, planters, window boxes and the*

like are elements that will contribute substantial economic benefits to the owner and enhance the beauty of the neighborhood.

The site will not be overbuilt as the subject parcel is 1.74-ac (approximately 75,800 square feet). The building footprint on the site will be no larger than 9,000 square feet. The proposed project provides appropriate open space and complementary native landscaping around the premises, including a courtyard.

(3) *The Commission [Council] recognizes the requirements of contemporary, business and society and that modern methods of construction and new materials make possible many solutions of a design consistent with these standards and the purposes of this article, and the Commission [Council] does not intend to restrict ingenuity provided the design is compatible with adjacent or nearby principal structures. "False-front" designs shall be discouraged.*

The design of the proposed development will not involve a “false-front”. The building will emulate the style of a Spanish *Hacienda*, which would reflect the design character of the surrounding uses.

(4) *The choice of materials, such as stucco or masonry walls in light tones and irregular textures with roofs of tile or other coarse material, should reflect the inherent character of the building. Harsh, boxlike forms, the extensive use of glossy surfaces, bright metals or strong and glaring colors are not generally consistent with the purposes of this article and will not be favorably considered.*

The building is proposed to be built out of cob and strawbale with a tiled roof. There will be no glossy surfaces, bright metals, or strong glaring colors. The roof material would be clay tile with a moderate 3:12 pitched roof. A solar array is planned be applied at a later time as well and incorporated along the south facing roof. The exterior walls for this single-story building are proposed to be in a light stucco material with window frames, hardware, gutters and downspouts in dark bronze. The rafter tails for each of these units would be in the same consistent dark “Cordoba Brown” color.

(5) *The design of signs and other advertising media should harmonize with and be subordinate to the building served.*

As this is a residential project, there is no sign involved in the proposal. If a sign is to be included, it would harmonize with the proposed development.

(6) *The color of the building and trim is of utmost importance in relating a building to its surroundings. Proper study of the color scheme will result in improved aesthetic values that will reflect true value in the property to the owner and to the community. Soft, muted colors will receive most favorable consideration.*

The building will be colored with soft muted colors, an off-white cream with a clay-colored roof, which is consistent with surrounding buildings along South Ventura Street.

(7) Buildings and structures proposed to be erected in manufacturing zones shall reflect compliance with the policies set forth in this section consistent with the limitations of the structure, with due consideration of screen planting and other similar devices to improve the appearance of the property.

The subject parcel is not in a manufacturing zone. Regardless, the existing canopy of oaks provides a natural screening buffer.

(8) The area surrounding the central business district, through the original construction of the Arcade and adjacent buildings, has established an architectural character which is known far and wide, and its perpetuation is important to the people of the City. Therefore, design guidelines have been established where special emphasis has been placed on maintaining a harmonious design in keeping with, and complementing, the existing patterns of the central business district. This does not mean the literal copying of existing styles, but rather the maintenance of appropriateness and harmony in relation to the existing buildings of traditional significance in the area. Such buildings can still be functionally planned and be appropriate to the needs of changing times, but with emphasis on the selection of materials and colors as suggested in this section. Adherence to these principles will be of major influence in determining the acceptability of a proposed design.

The proposed development is located outside of the central business district. Nonetheless, the proposed design is reflective of the established architectural character of the downtown area's Arcade Plaza and adjacent buildings.

(9) To the maximum extent feasible (as defined in Section 10-2.704), the profile of buildings in excess of two stories shall be moderated through a combination of means, including, but not limited to:

(A) A graduated stair stepping of stories with increased setbacks from the story below;

(B) Construction of subterranean parking so as to expose only the upper two stories as viewed by the public; and

(C) Contouring of the building site through grading techniques that effectively accomplish the same objectives.

The proposed building will be less than two stories and will maintain the low building profile in Ojai.

2. Section 10-2.2009 (Findings and decision)

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

The proposed permanent supportive housing project meets the property development standards for the Public, Quasi-Public (P-L) zoning district contained in Title 10, Chapter 2, Article 6, (Special Purpose Zoning Districts). The proposed project contains sufficient information to ensure compatibility with the surrounding area and compliance with the standards contained in Section 10-2.604 for the P-L District.

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

(1) *Buildings, structures and improvements.*

The structure is single story, which would not impact views of surrounding residences, and the project will pose a less than significant impact to the vehicle miles traveled (VMT) on the City's Circulation system; consist with the finding and justification outline in the Traffic and VMT Analysis prepared by Associated Traffic Engineers.

(2) *Vehicular ingress, egress and internal circulation.*

The ingress and egress will be provided to and from South Montgomery Street. The internal circulation plan is adherent to the Ventura County Fire Department's (VCFD) Code.

(3) *Setbacks.*

The proposed project meets the required setback for the P-L zone, as the Planning Commission has deemed the current proposed building orientation appropriate. Smallest setback from the property line is 11'-1".

(4) *Height of buildings.*

The structure is proposed to have a maximum height of 16'-2" which complies with the P-L zone's standards, which are typically determined by the Planning Commission through the development review process. In this case, the City Council as the approving body may determine the appropriate height limit of the proposed project. As the maximum height is similar to other single story residential developments, the height is suitable.

(5) *Walls, fences, and screening.*

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All proposed fences adhere to the City's property development standards, Section 10-2.805 (Fences, walls, hedges, and screening). All proposed fences are 6'-0" in height which is the maximum height allowed.

(6) Utilities and Services.

The proposed project has received availability letters from Casitas Municipal Water District and Ojai Valley Sanitation District. No utilities connections exist on site currently, so the establishment of utility connection will be included in the development of the property. The proposed project has been reviewed by VCFD, which has deemed the project complete as it meets the applicable standards within VCFD Code. The project will be connected to the Southern California Edison energy grid via an underground lateral from the South Ventura Street power lines. The project is planned to add PV Solar Panels with a backup battery to store excess power at a later time. The project will not involve gas and will have entirely electronic appliances. Additionally, the local Ventura County Sheriff station is located within a quarter mile of the proposed development.

(7) Landscaping.

The Preliminary Landscape Plan provides a natural screening buffer around the site perimeter. The landscape plan also intends to replace the loss valuation of the five protected trees slated for removal by planting six oaks on the north end of the site. All planned landscaping will be native. The landscape plan also includes stormwater capture irrigation facility and meets the requirement of Div. 10-3 Art. 12 (Landscaping Standards) of the Ojai Municipal Code.

(c) Any proposed lighting shall be so arranged as to be directed away from adjoining properties.

The lighting fixtures proposed in the lighting plan will be compliant to the Exterior Lighting Standards pursuant in Section 10-2.16.504 in the Ojai Municipal Code. They will not exceed the horizontal and vertical plane limit of non-residential zones outside of the Downtown Business District (0.25 foot-candles at property lines).

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

No new signage is proposed, therefore it does not interfere with traffic, limit visibility or be so directed as to adversely affect surrounding properties or be in conflict with any provision of these Zoning Regulations.

(e) In approving a design review permit for a development with direct access to a State highway as shown on the circulation element of the Ojai General Plan or any

applicable and adopted specific plan, the Commission shall make the following supplemental findings:

- (1) *That existing open space which can be viewed from State highways is protected to the extent feasible and consistent with the proposed land use,*
- (2) *That existing scenic vistas are protected to the extent feasible and consistent with the proposed land use,*
- (3) *That the performance standards of this article are complied with,*
- (4) *That the site design and development of the proposed use is consistent with the General Plan and any applicable and adopted specific plan,*
- (5) *That the proposed development will not cause existing State highways which are functioning at an acceptable level of service to function below an acceptable service level,*
- (6) *That the proposed development will not worsen traffic conditions on existing State highways which are currently functioning below an acceptable service level,*
- (7) *That the proposed development will not cause future State highways to function below an acceptable service level, and*
- (8) *That, if the findings set out in subsections (5) through (7) above cannot be made, the applicant shall submit a plan for mitigation, including, but not necessarily limited to, a project construction schedule and funding commitment for specific road improvements which would ensure that the finding could be made within a reasonable period of time.*

The proposed project is not located with direct access to a State Highway as the project is located at the corner of South Ventura Street and South Montgomery Street; both are collector streets as identified in the General Plan Circulation Element.

3. Additionally, the proposed project is consistent with these Housing Element policies:

- (a) *H-4 - The City shall adopt policies, programs and procedures to facilitate attainment of RHNA goals, with particular emphasis placed on the needs of persons and families of lower income households (including extremely low income) and those with special needs (elderly, disabled/developmentally disabled, female-headed households, large households, homeless, and farmworkers).*

More than half of the anticipated initial unhoused residents of the proposed project who transferring from Ojai Tent Town are elderly, and more than half of the anticipated residents have self-reported physical health conditions. Future residents are unhoused persons who are anticipated to include similar special needs populations and to include other special needs populations, such as veterans. These characteristics align closely with the policy's emphasis on serving special needs populations. The permanent supportive housing model for the proposed project not only ensures stable housing for these vulnerable groups but also delivers the

supportive services necessary to promote housing retention, health stability, and overall well-being.

By focusing on unhoused, the project proposed exemplifies the City's commitment to inclusive, equitable housing strategies that prioritize the needs of underserved and high-need populations.

(b) *H-5 - The City shall actively seek and formulate partnerships with for-profit and non-profit developers to produce affordable housing and provide assistance in support of project applications to achieve development objectives.*

The City applied for, and was awarded, the ERF grant due to a partnership with DignityMoves, a California nonprofit, who specializes in developing communities for unhoused persons.

Contracting with DignityMoves to develop a permanent supportive housing project aligns directly with the City's policy to actively seek and formulate partnerships with non-profit developers to produce affordable housing. DignityMoves specializes in creating supportive housing solutions for individuals experiencing or at risk of homelessness, with a focus on low-barrier access, trauma-informed design, and integrated on-site services.

As a mission-driven non-profit with a demonstrated track record of delivering high-quality, service-enriched housing, DignityMoves is able to assist the City in achieving its affordable housing development objectives. By supporting this partnership and advancing this the Project, the City fulfills its commitment in the Housing Element to proactive collaboration that accelerates the development of affordable, service-connected housing for vulnerable unhoused populations.

(c) *H-6 - The City shall continue to support the Area Housing Authority of Ventura County in the provision of Section 8 rental assistance and shall seek to broaden the program to compliment other affordable housing initiatives (e.g., ADU production, project- based tenant assistance).*

This Project supports the Area Housing Authority of Ventura County and broadens the Section 8 program to compliment other housing initiatives by providing permanent supportive housing for unhoused persons where Section 8 vouchers will be accepted.

(d) *HE Program 6 - Facilitate Affordable Housing Development - Proactive Participation - The City will continue its participation in the County CDBG Program and similar collaborative efforts to affirmatively further emergency shelter, transitional housing, single room occupancy units, shared living arrangements, supportive services and congregate housing needs outlined in the Consolidated Plan; actively engage non-profit housing sponsors and private*

property owners in implementing affordable housing strategies; notify and offer all reasonable assistance to facilitate the development of affordable housing consistent with the General Plan and Housing Element, with particular emphasis on the needs of extremely low and very low income households and associated special needs population segments (e.g., farmworkers, disabled).

Although the proposed project does not impose income limits, the target population consists of unhoused persons who are effectively extremely low- or very low-income due to chronic homelessness, lack of income, and reliance on public assistance or subsidies such as Section 8. Many are elderly or living with physical health challenges, placing them squarely within the special needs populations identified in the City's Housing Element. Future residents are anticipated to be special needs unhoused persons which statistically are likely to include elderly, disabled persons, and veterans.

This project aligns with the City's commitment in the Housing Element to affirmatively further housing solutions by:

- Creating long-term, service-enriched housing that addresses homelessness;
- Providing a dignified alternative to homelessness through private, stable units with supportive services and single room occupancy units;
- Actively engaging with non-profit partners DignityMoves and Help of Ojai to build and implement effective, compassionate housing strategies; and
- Helping fulfill the General Plan and Housing Element goals by prioritizing special needs and extremely low-income unhoused populations, which include and are anticipated to continue to include elderly, disabled, and veterans.

(e) *HE Program 9 - Alternative Housing Material Demonstration – The cost of construction materials continues to increase, which has brought new more efficient, smarter, and faster ways to construct low impact units. The City will provide and research alternative options to conventional construction materials by reviewing alternative and more cost-efficient processes. The materials and process will be tested for compliance with the spirit of the Ojai Municipal Code design standards, and include a physical location for demonstration purposes for residents and visitors to explore these demonstration low impact units.*

The use of cob and straw bale construction for this project is consistent with the City's policy to provide alternative, more cost-efficient construction materials and processes in response to rising construction costs. Both materials offer low-impact, resource-efficient alternatives to conventional methods, aligning with the City's goal of supporting affordable housing production through innovative building techniques.

These natural building methods also meet the policy's intent allows alternatives for compliance with the spirit of the Ojai Municipal Code design standards, emphasizing sustainability and compatibility with the local environment.

(f) *H-7 - The City will accommodate the full spectrum of housing types in its land use regulations including, but not limited to, mixed-use developments, rental and co-op housing, ADUs, in-fill development and special needs housing (e.g., SROs, group homes and congregate living).*

The inclusion of administrative offices and supportive services on-site aligns with this policy, as it integrates supportive services (e.g., case management) into a residential project. This approach not only meets the needs of vulnerable unhoused populations but also promotes in-fill development by utilizing available land in a way that meets both housing and service delivery needs in one location, reducing the need for separate facilities.

This comprehensive approach supports the City's goal to encourage a diverse range of housing solutions and fully complies with the policy's direction to facilitate a full spectrum of housing types, including special needs housing.

(g) *H-9 - The City will encourage the construction or conversion of existing facilities into emergency shelters, transitional housing and single room occupancy units to meet the needs of the homeless population and will likewise facilitate development of group homes, congregate care facilities and independent living units for persons with disabilities.*

The project addresses the policy's call for transitional housing and single room occupancy units, as it provides long-term, stable housing through single room occupancy units for unhoused individuals including those who are living in an encampment at Ojai Tent Town.

While the project is permanent supportive housing rather than temporary or transitional, it plays a critical role in bridging the gap for unhoused persons by offering them the stability and support they need to transition out of homelessness. This is consistent with the City's goal of developing independent living units for special needs populations, including unhoused persons who are elderly and disabled.

The project will provide the residents with on-site supportive services, ensuring a holistic approach to addressing homelessness, and directly contributes to the City's objective of providing safe, affordable, and supportive housing for people with disabilities and other special needs.

(h) *Program 11 - Housing for Persons with Special Needs and Removal of Governmental Constraints.* Certain segments of the population have traditionally

experienced a more difficult time finding decent, affordable housing due to special circumstances particular to these groups. Those segments possessing special needs, as defined in California Government Code Section 65583(a)(6), consist of “...the elderly; persons with disabilities, including a developmental disability, as defined in Section 4512 of the Welfare and Institutions Code; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter.”

- *Low Barrier Navigation Centers (AB 101)- AB 101 requires cities to allow a Low Barrier Navigation Center development by right in areas zoned for mixed uses if it meets specified requirements. A “Low Barrier Navigation Center” is defined as “a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.” Low Barrier shelters may include options such as allowing pets, permitting partners to share living space, and providing storage for residents’ possessions.*
- *Single-Room Occupancy (SRO) Units: The City’s Municipal Code does not currently address the provision of SRO housing. An SRO unit is small, usually 200 to 350 square feet, and consists of one habitable room in a structure of other SRO units. Some SRO units do include kitchenettes, bathrooms or half-baths. The City will amend the Municipal Code to address the provision of this housing type.*

Although the project is for permanent supportive housing and it is not a temporary shelter, it is a natural extension of the Low Barrier Navigation Center model in that it follows the Housing First approach and provides service-enriched housing for unhoused individuals. The project will offer on-site case management and supportive services to help residents maintain housing stability, and its low-barrier design—including private rooms and accommodations for individuals with complex needs—aligns with the intent of AB 101 to reduce entry barriers and support a transition out of homelessness.

In addition, the proposed project includes single-room units with an ensuite bathroom. While the City’s Municipal Code does not currently regulate SROs, this project exemplifies the type of compact, efficient housing the City seeks to encourage for private development through future code amendments. As such, the proposed project is consistent with the policy direction to expand housing options for extremely low-income and special needs populations through diverse unit types like SROs.

(i) *H-13 - The City declares that all persons regardless of their special characteristics as protected under State and Federal fair housing laws shall have equal access to sound and affordable housing pursuant to State and Federal laws.*

The proposed project is specifically designed to serve unhoused persons—many transitioning from Ojai Tent Town of whom are elderly, persons with disabilities, and individuals with chronic health conditions. These populations often face systemic barriers to housing access and are disproportionately affected by discrimination, stigma, and housing instability. By providing service-enriched, long-term housing without discriminatory screening criteria, the project advances fair housing goals and supports housing choice for those least likely to access it through the private market.

In doing so, the City is taking an active role in affirmatively furthering fair housing and complying with the intent of State and Federal laws that protect vulnerable groups from discrimination and promote inclusive, equitable housing opportunities.

(j) *H-14 - The City will actively promote enforcement of fair housing laws and continue its support of non-profit organizations that provide housing and other assistance to special needs groups in Ojai (e.g., homeless, disabled, etc.).*

This project is being developed in partnership with non-profits DignityMoves and served by Help of Ojai to provide long-term, service-enriched housing for unhoused persons—many of whom are elderly, persons with disabilities, or have other special needs.

By creating housing specifically for people who face systemic barriers to stable housing, the project affirms the City's commitment to fair and equal access to housing opportunities. It also reflects the City's policy to support non-profits that deliver targeted assistance to vulnerable populations, by enabling the delivery of supportive services on-site.

In this way, the project both furthers fair housing objectives and enhances local infrastructure for serving special needs groups, in direct alignment with the City's stated policy goals.

(k) *H-15 - City will promote integration of all economic and population segments in each residential project; however, it is recognized that scales of economy and management efficiencies require that certain projects are made exclusive to target groups.*

This project is designed to serve only unhoused persons, many who plan to move there from Ojai Tent Town are elderly or have disabilities, and who require on-site supportive services to maintain housing stability. The specialized nature of this

population necessitates a targeted housing model that allows for centralized services and an environment that supports long-term tenancy.

Although the project is not mixed-income or broadly integrated by population segment, it aligns with the policy by fulfilling a critical role in the City's housing strategy—meeting the needs of those who would not be well served in conventional residential settings, while improving access to stable housing through an efficient, focused approach.

(l) *H-16 - To the extent legally feasible, the City will establish preferences for persons currently living and/or working in Ojai for affordable housing opportunities.*

The project will serve unhoused persons including those currently residing at Ojai Tent Town. By prioritizing housing for people who already live in the community—many of whom have long-standing ties to Ojai—the project fulfills the intent of the policy to ensure that affordable housing opportunities benefit existing residents.

In doing so, the project supports community stability and allows vulnerable residents to remain in their community while gaining access to permanent housing and supportive services.

(m) *HE Program 19 – Fair Housing. AB 686 (Affirmatively Furthering Fair Housing) requires that the Housing Element addresses fair housing and equal access to housing opportunities. Jurisdictions are required to undertake meaningful actions to address fair housing issues relating: (i) outreach and enforcement; (ii) housing mobility; (iii) housing choices in high opportunity areas; (iv) place-based strategy for neighborhood improvements; and iv) anti-displacements. Appendix D provides an Affirmatively Furthering Fair Housing (AFFH) analysis according to the technical guidance developed by HCD.*

- Housing Mobility – Promote the use of Section 8 assistance in the City, specifically assist the HRC in promoting new State laws (SB 329 and SB 222) that recognizes public assistance as a legitimate source of income for housing payments. Obtain outreach and education materials from the HRC and begin distribution of information on City website and public counters in 2023.*

The proposed project will accept Section 8 Housing Choice Vouchers, expanding access to permanent housing for unhoused and often extremely low income individuals who are often excluded from the private rental market. This supports the City's efforts to promote the use of public assistance as a valid income source and aligns with the implementation of SB 329 and SB 222. By doing so, the project enhances housing mobility for voucher holders within the City.

By providing high-quality, service-enriched housing in a permanent, community-integrated setting, the project helps stabilize vulnerable residents and improve conditions for an underserved population. This aligns with place-based goals by improving outcomes and housing stability without displacing existing residents. The development serves as a neighborhood-level intervention that replaces encampment conditions with safe, supportive housing in a managed setting.

The project prioritizes unhoused individuals already living in Ojai, aligning with the City's goal to offer local preferences where legally permissible. This supports anti-displacement goals by enabling long-term residents who become unhoused in Ojai to remain in the community in safe, permanent housing.

SECTION 5. Development Management Agreement. The City Council finds that approval of the Development Management Agreement with DignityMoves as a sole source contract is justified as necessary as follows:

- (a) The City has determined that DignityMoves is uniquely qualified to provide the product and services laid out in the Development Management Agreement, based on its demonstrated experience delivering innovative, dignified interim and permanent housing solutions in California. There are no other known vendors that have the ability to design, develop, and construct the City's Public Works Department's Storage Yard into a permanent supportive housing site. DignityMoves worked on a similar project for the County of Santa Barbara, San Francisco, San Mateo County, and other California jurisdictions that have been hailed as a success. In addition, because the City is obligated to spend fifty percent (50%) of the ERF grant by the June 30, 2025 deadline, the typical procurement process for a vendor would delay the project beyond this deadline and is unlikely to find another vendor capable of providing a similar product.
- (b) If DignityMoves is not selected, the project will be unable to proceed because the ERF funding will be jeopardized. DignityMoves was specifically named as a key development partner in the ERF grant funding application, which was approved by the California Department of Housing and Community Development, in part due to DignityMoves' expertise in providing housing to unhoused persons in California. The grant award was contingent in part on DignityMoves' qualifications, capacity, and demonstrated history of success in delivering housing solutions aligned with the goals of the funding program.
- (c) In addition, there are no other known vendors with the skillset that are able to transform the City's Public Works Department's Storage Yard into a permanent supportive housing site in the manner proposed. The nature of the project necessitates a swift and well-coordinated development process to address the urgent

need for housing for chronically homeless individuals. DignityMoves has existing relationships with service providers, contractors, and housing authorities, which allows for seamless project initiation and continuity of service. Any delay in vendor onboarding would risk the loss of time-sensitive state or federal funding and further delay critical housing delivery.

The complete Development Management Agreement with DignityMoves, including its attached exhibits, is provided as Exhibit 2 to Attachment A.

SECTION 6. California Environmental Quality Act. The City Council finds the Project qualifies for the Class 32 Categorical Exemption set forth at 14 California Code of Regulations (“CCR”), section 15332 because the Project complies with all five of the requirements for the Class 32 exemption and none of the relevant exceptions to the use of this exemption set forth in 14 CCR 15300.2 apply to this Project, and that the proposed Development Management Agreement with Dignity Moves is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code, section 21080.10(c) as follows:

1. The Project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations. The General Plan Land Use Designation for the Proposed Project Site is P or “Public” which allows for various public and quasi-public uses. The Project is a public use as it will be owned by the City and will provide various residential services and other services to persons experiencing homelessness. As set forth in Section 4, the use of proposed site for the Project is consistent with numerous General Plan Goals and Policies. The Project is also consistent with the applicable P-L zoning designation and will be designed to comply with all applicable development standards in the P-L zone. As set forth in Section 7, the Project is proposed to provide permanent supportive housing which is similar to other uses permitted the P-L Zone. Specifically, five other sites zoned P-L contain residential uses. This indicates the City has historically interpreted its zone code to allow various residential uses in the P-L zone.

2. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The Project is proposed to be constructed on 1.74 acres located on the lower section of the City’s Public Works yard. The Project Site is substantially surrounded by the following urban uses: To the east is the Public Works Department’s maintenance facility as well as Lower Libbey Park; To the south and west are single-family residences zoned R-1 (Single-Family Residential, Medium Density); To the north is a vacant parcel zoned R-3 (Multi-Family Residential, High Density) as well as several multifamily complexes directly north.

3. The project site has no value, as habitat for endangered, rare or threatened species. There is no evidence this Project Site has any value as habitat for endangered, rare or threatened species, as it has been used for Public Works storage for many years which has resulted in significant disturbance of the land and removal of vegetation. This conclusion is supported by a Biological Resource Assessment prepared for this project.

4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The air quality modeling performed by the City concluded the Project's construction and operation would not result in the emission of criteria pollutants that exceed thresholds established by the Ventura County Air Pollution Control District. The traffic analysis prepared by Associated Traffic and Engineering (ATE) dated January, 2025 concluded the Project would have a less than significant Vehicle Miles Traveled (VMT) impact. Furthermore, there is no evidence the Project would cause any traffic safety impacts as design of the Project will ensure safe pedestrian, bicycle and vehicular circulation to and from the Project. The noise analysis prepared by Rincon Consultants concluded the construction and operation of the Project would not result in any significant noise impacts. Finally, because the Project will receive its water from the Lake Casitas Reservoir and will have to comply with all regulations related to stormwater runoff, there is no evidence the Project would result in any significant water quality impacts.

5. The site can be adequately served by all required utilities and public services. The Ventura County Fire Department and Ventura County Sheriff's Department have confirmed that fire and police services are readily available to the site. Furthermore, electrical, water and sewer utility infrastructure is located adjacent to the Project site which will allow connections and the utility providers have all stated they have the necessary capacity to provide utility services to the Project.

6. None of the exceptions to the use of the Class 32 Categorical Exemption set forth in 14 CCR 15300.2 apply to this Project. This Project will not cause cumulative impacts because the Project is uniquely designed to address a specific need to provide supportive housing to persons experiencing homelessness. No other such project is currently proposed for development in the City of Ojai. The Project does not present any unusual circumstances. This residential use is surrounded by single family residential uses and land zoned for multi-family residential uses. Furthermore, the total approximate square footage for this Project on a 1.75 acre Project Site is consistent with the density of development surrounding the Site. In addition, the Phase II Environmental Study prepared by Rincon Consultants determined the Project Site is suitable though elevated levels of lead were identified in a small discrete area of the Project Site as this lead may readily be removed pursuant to existing regulations established by the Occupational Safety and Health Administration and the Department of Toxic Substance Control such that development of the Project Site will not exacerbate the risk to public health and safety from the existence of this lead. The Project Site is not located within or near a State Scenic Highway.

The Phase 1 Environmental Assessment prepared for the Project confirmed the Project Site is not included on any list compiled pursuant to Section 65962.5 of the Government Code. Finally, the Project would not cause a substantial adverse change in the significance of a historical resource as there are no buildings or structures on the Project Site.

7. Public Resources Code, section 21159.23, also codified at CEQA Guidelines (California Code of Regulations Title 14), section 15194 exempts from CEQA certain housing projects of 100 units or less affordable to lower income households as defined by Health & Safety Code, section 50079.5. To qualify for this exemption the project site and project must comply with the requirements set forth in Public Resources Code, section 21159.21, also codified at CEQA

Guidelines, section 15192. As set forth in Exhibit 3 to Attachment A, which is incorporated herein by reference, The Project is a 30 unit permanent supporting housing project that will be affordable to lower income households. Furthermore, the Project complies with all of the requirements set forth in Public Resources Code, sections 21159.21 and 21159.23. Accordingly, the Project is statutorily exempt from CEQA.

8. Public Resources Code, section 21080.10, states that CEQA does not apply to any of the following: (c) actions taken by a local agency to approve a contract to provide services for people experiencing homelessness. These services provided by Help of Ojai and the County of Ventura include but are not limited to case management, resource navigation, security services, residential services, and counseling services. As the Project is a permanent supportive housing endeavor sponsored and to be constructed and owned by the City, with startup funding provided by the State, the proposed Development Management Agreement with DignityMoves to develop and provide permanent supportive residential services for people experiencing homelessness, is exempt from the provisions of CEQA.

Accordingly, based upon these findings, the other findings and supporting evidence in this Resolution and the whole of the administrative record, the City Council determines the Project is exempt from CEQA pursuant to 14 CCR 15332 and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to 14 CCR 15300.2 applies. Furthermore, based upon these findings, other findings and supporting evidence in this Resolution and the whole of the administrative record, the City Council determines the proposed Project is statutorily exempt from CEQA pursuant to Public Resources Code, section 21159.23 and the Development Management Agreement with DignityMoves is exempt from CEQA pursuant to Public Resources Code, section 21080.10(c).

The complete CEQA Determination is provided as Exhibit 3 to Attachment A.

SECTION 7. Similar Use Determination. The proposed project site is within the Public, Quasi-Public (P-L) Zoning District. The proposed Permanent Supportive Housing development is consistent with the purpose and intent of the P-L district, which applies to areas appropriate for public facilities, government offices, and cultural facilities. The proposed project also meets the intent and is consistent with the goals, objectives, and policies of the Land Use, Circulation Air Quality, Recreation, Open Space, Noise, Conservation, and Safety Elements of the General Plan. The proposed also will not adversely affect the public health, safety, and general welfare of the city's residents; and will share characteristics common with, and not be of greater density/intensity, generate more adverse environmental effects than those uses listed in the zoning district in which the use is proposed. Therefore, the proposed use qualifies as a "similar use" pursuant to Section 10-2.303 of the Ojai Municipal Code. The project's full use justification is outlined in Exhibit 1 to Attachment A.

SECTION 8. Surplus Land Act. The City Council hereby finds that the Project does not qualify as a "disposition of surplus land" under the Surplus Land Act (Gov. Code section 54220 through 54234) for the reasons outlined in this Section: (1) the City is not leasing the property or granting any possessory interest to DignityMoves to complete the Project. Instead, the City is

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granting a license to DignityMoves to access the property and complete the Project; and (2) the license granted to DignityMoves to access the property is for a term of 26 months.

SECTION 9. Conditions. The City Council hereby recommends approval of the Design Review Permit (DRP 24-006) subject to the following conditions and subject to the requirements and conditions imposed on the project and the applicants by the Settlement Agreement.

COMMUNITY DEVELOPMENT DEPARTMENT CONDITIONS OF APPROVAL

Project Specific Conditions:

1. The recommended approval of Design Review Permit (DRP 24-006) includes the following and are further identified with the approved plans on file dated March 114, 2025 as follows:
 - a. The construction of a one story, 30-unit, permanent supportive housing project;
 - b. Inner walls thickened to acoustic partition 60+;
 - c. A central courtyard with native landscaping, a community garden, and gathering spaces;
 - d. A communal kitchen and dining area;
 - e. Secured on-site storage for residents;
 - f. Additional on-site storage for bicycles, maintenance equipment, and other large personal items;
 - g. An ADA compliant walkway connecting with South Ventura Street;
 - h. A non-ADA compliant walkway along access drive connecting with South Montgomery;
 - i. On-site lighting to comply with ADA standards;
 - j. An additional screening buffer provided to the south with native landscaping;
 - k. A parking plan with eight proposed on-site parking spaces;
 - l. Drought tolerant, native landscaping;
 - m. Ensure optimal fireproofing with selected building materials;
 - n. Vehicular access provided from South Montgomery Street; and
 - o. Incorporate renewable stormwater capture systems.
2. Prior to the issuance of grading permits through the Community Development Department and or encroachment permits through the Public Works Department the applicant/property owner shall:
 - a. File a Notice of Intent with the Regional Water Quality Control Board.
 - b. Submit a comprehensive grading and drainage plans prepared by a registered civil engineer with expertise in complying with NPDES permit regulations. The plans shall be in conformance with Title 9 (Building Regulations) of the Ojai Municipal Code, list all applicable Best Management Practices (BMP's) for construction, and be in compliance with any applicable National Pollution Discharge Elimination System (NPDES) permit and SUSMP requirements, subject to the review and approval of the Public Works Director or designee.

- c. Apply for a General Construction Permit, and submit an Erosion and Sediment Control Plan (ESCP – identical information as typically provided in a Stormwater Pollution Prevention Plan). ESCP/SWP^{PP} shall be prepared by a qualified SWP^{PP} developer (QSD), and BMP's shall be designed by a registered civil engineer. Submit a Stormwater design plan prepared by a registered civil engineer, in compliance with the NPDES permit requirements, which addresses on-site retention, subject to review and approval by the Public Works Director or designee. Said plan should include an operation and maintenance plan, a monitoring plan, and verification of ongoing BMP maintenance.
- d. Before the city issues a building permit, the developer must submit a Stormwater Pollution Control Plan (SWPCP) for the Director of Public Works' review.
- e. Post security deposits guaranteeing: 1) Construction within the public right-of-way; 2) Grading improvements; 3) Construction of all utilities serving the site; 4) Sewer improvements; 5) Maintenance deposits; 6) Landscaping improvements.
- f. Demonstrate compliance with the National Pollution Discharge Elimination System (NPDES) permit requirements, including on-site retention of the Stormwater quality design volume from: (a) the 0.75-inch, 24-hour storm event; and, (b) the 85th percentile 24-hour rain event, as determined from Ventura County Isohyetal map, whichever is greater, subject to review and approval by the Public Works Director or designee.
- g. The property owner/applicant shall provide confirmation that a cultural monitor be on-site during the grading phase of construction.

If archeological resources are discovered during earth moving activities, all construction activities within 50 feet of the find shall cease until a County of Ventura qualified archaeologist evaluates the significance of the resource. In the absence of a determination, all archeological resources shall be considered significant. If the resource is determined to be significant the archaeologist shall prepare a research design for recovery of the resources in accordance with state CEQA guidelines. The archaeologist shall complete a report of the excavations and findings and shall submit the report upon completion to the City of Ojai and the South Central Coast Information Center at California State University at Fullerton.

In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. The coroner shall make his or her

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determination within two working days from the time the person responsible for the excavation, or his or her authorized representative, notifies the coroner of the discovery or recognition of the human remains.

If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission.

The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.

The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.

If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance.

If the landowner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission. Discuss and confer means meaningful and timely discussion with careful consideration of the views of each party's cultural values and, where feasible, seeking agreement. If mediation fails, the landowner shall reinter the human remains with appropriate dignity on the property in a location not subject to future subsurface disturbance.

- h. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until the archaeologist and the monitor have evaluated the nature and significance of the find. Within ten days of a find of Cultural Resources the applicant shall submit a plan drafted in concert with the archeologist and the Chumash monitor to the City for review and approval by the Community Development Director in consultation with the lead tribal representative for the Barbareño/Ventureño band of Mission Indians as maintained on the NAHC contact list. All plans submitted for review shall include preservation in place whenever feasible. After the find has been appropriately addressed pursuant to the approved mitigation plan, work in the area may resume. Any archeology/cultural material found shall be recorded and report submitted to the appropriate agencies.
- i. Remove and Dispose of the lead concentrations found on site that exceed the Residential Screening Levels (80 mg/L) identified by Rincon Consultants. Exceedances were found at the boring locations labeled RB-6, RB-6-W, RB-6-E, and RB-6-N at depths between three and five feet.

- j. Prior to issuance of grading permits for the subject site, the recommendations provided in the Soils Engineering Report prepared by Solid Soils & Geologic Consultants shall be included on the grading plans and followed by the developer.
- k. Prior to issuance of grading permits, the regulatory compliance measures shall be followed and identified on the construction documents for the proposed project. These regulatory compliance measures include BIO-1 [Preconstruction Nesting Bird and Raptor Survey], Condition of Approval BIO-2 [Focused Bat Survey and Roosting Site Protection], Regulatory Compliance Measure BIO-3 [Survey of Project Site for Protected Trees and Protection Measures] prepared and provided by South Environmental.
- l. Prior to the issuance of grading permits or building permits the developer shall perform and verify in writing the performance of all conditions and recommendations provided by Jan C. Scow Consulting Arborists, LLC as part of his professional assessment of the existing onsite trees.

3. Prior to Construction:

- a. The applicant/property owner shall pay any and all outstanding fees related to this project (DRP 24-006).
- b. A pre-construction/grading meeting shall be conducted which includes City Staff members and critical members of the construction/grading team which will be performing the modifications to the site.
- c. Ascertain and comply with all Ventura County Fire Department requirements associated with the subject site and building modifications.
- d. Submit and receive approval regarding an encroachment permit with the City of Ojai's Public Works Department for any modifications within the public right-of-way along Ventura Street, Matilija Street, and Signal Street. The encroachment permit shall include plans and other supporting materials/technical reports for review and approval by the Public Works Director or designee. Plans shall include all improvements proposed for the public right-of-way including improvements of the curb, public sidewalk modifications, parkway and any storm drain work or improvements along Ventura Street, Matilija Street, and Signal Street.
- e. The applicant/property owner shall submit a Construction Traffic Management Plan to the City of Ojai. The plan shall be required to be implemented during all construction and grading activities and to identify contractor contact information and responsibilities; construction hours; hauling schedules and truck/hauling routes; all traffic control measures and signs; and delineators to be implemented by the construction contractor through the duration of construction activities associated with the project site, parking, and cleanup. The plans shall also require the construction contractor(s) to implement the following measures during grading and construction. These measures shall be discussed at the pre-construction/grading conference/meeting and shall be added as notes to the grading and construction plans:
 - i. Provide adequate traffic control for any street closure, detour, or other disruption to traffic circulation.

- ii. Develop a traffic plan to minimize traffic flow interference from construction activities (e.g. advanced public notice of demolition activities and routing).
- iii. Minimize obstruction of through-traffic lanes and provide temporary traffic controls, such as a flag person, for all phases of the Project and construction to maintain a smooth traffic flow.
- iv. Identify the routes construction vehicles will utilize for the delivery of construction materials (e.g. lumber, tiles, piping, doors, and windows), to access the site, traffic controls and detours, and proposed construction phasing plan for the project.
- v. Coordinate deliveries to reduce the potential of trucks waiting to unload for long periods of time.
- vi. Identify parking needs and parking areas for construction-related equipment and worker support.
- vii. Specify the hours during which transport activities can occur and methods to mitigate construction-related impacts to adjacent streets. As a reminder, construction activities in the City of Ojai are limited to Monday-Friday between 7:00 a.m. and 5:00 p.m. pursuant to Section 5-11.05 (Special noise sources).
- viii. If hauling operations cause any damage to existing pavement, street, curbs, and/or gutter along the haul route, the Project applicant/property owner will be fully responsible for repairs. The repairs to the public right-of-way shall be completed to the satisfaction of the Public Works Director or designee.
- ix. All construction-related parking and staging of vehicles and materials shall be kept out of the adjacent/abutting public roadways and occur on-site or at an approved alternative staging area/site.
- x. The Construction Traffic Management Plan shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD), as well as City of Ojai specific requirements.
- xi. Submit and receive approval of construction plans, structural calculations, and Title 24 Energy calculations as required by the City of Ojai's Community Development Department, Building Official, and pursuant to Title 9 (Building Regulations) of the Ojai Municipal Code. When submitting plans at the time of plan check, if any substantial changes have been made from the approved Design Review Plan (DRP 24-006), the

plans may require further review and consideration by the City Council, which may delay the Project and entail additional fees.

xii. Pay all applicable fees established by City Ordinance and Resolution including, Building Plan Check Fees and Permit fees, qualifying impact fees, drainage fee, as well as any other applicable fees as referenced by Ordinance or Resolution.

xiii. The following notes shall be placed on the cover sheet of all grading, demolition, and building plans:

- (1) Restrict grading and construction activities to daily operation between 7:00 a.m. to 5:00 p.m., five days a week. There shall be no work on federal holidays.
- (2) Ensure all construction equipment is properly maintained in accordance with the manufacturer's recommendations. All vehicles and compressors shall be equipped with exhaust mufflers and engine enclosure covers designed by the manufacturer.
- (3) The construction activities shall comply with all requirements of the City of Ojai's Noise Ordinance; Title 5, Chapter 11 (Noise Standards and Regulations).
- (4) A construction site notice shall be posted including the following information: job site address, permit number, name and phone of the contractor and developer, construction hours allowed and the City phone number where violations can be reported.

4. During Construction:

a. Short-term dust impacts shall be mitigated by sufficiently watering all excavated or graded material to prevent excess amounts of dust. Watering shall occur twice daily with complete coverage, preferably in the late morning and after work is completed for the duration of construction. Additionally, during grading and construction operations, the applicant/property owner shall implement best available control measures (BACMs) to minimize nuisance levels of construction activities emissions such as dirt, emissions and off-site impacts. BACMs shall include:

(1) Require the use of dozers and excavators with level 3 diesel particulate filters installed for asphalt demolition and site preparation activities. A list of construction equipment by type and model year shall be maintained by the construction contractor on-site. These requirements shall be noted on all construction management plans verified by the City of Ojai.

(2) Cover all haul trucks or maintain at least two feet of freeboard.

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- (3) Apply water two times daily to all unpaved parking or staging areas.
- (4) Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
- (5) Cover or water twice daily any on-site stockpiles or debris, dirt, or dusty material.
- (6) Stabilize any cleared area which is to remain inactive for more than 96 hours after clearing is completed.
- (7) Require 90-day low-NOx tune-ups for off-road equipment.
- (8) Limit allowable idling to five minutes for trucks and heavy equipment.
- (9) Encourage carpooling for construction workers.
- (10) Limit lane closures to off-peak travel periods.
- (11) Park construction vehicles off traveled roadways.
- (12) Wet down or cover dirt hauled offsite.
- (13) Encourage receipt of material during non-peak traffic hours.
- (14) Sandbag construction sites for erosion control.

- b. Outdoor storage of construction materials must be adequately screened from the street and neighbors, subject to the review and approval of the Community Development Director.
- c. All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. Applicant/Project General Contractor shall take advantage of all recycling programs offered by the City's contract rubbish hauler (E.J. Harrison & Sons, Inc.).

5. Prior to issuance of Certificate of occupancy and final Community Development Department Inspection(s) and Public Works Inspections (public right-of-way improvements), the applicant/property owner shall:
 - a. Ascertain and comply with all building code requirements pursuant to Title 9 (Building Regulations) of the Ojai Municipal Code, and construct project to approved plans on file with the Community Development Department and the Encroachment Permit on file with the Public Works Department, including the final, approved landscape, hardscape, and lighting plans;

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- b. Include an address number to the side of the building facing Montgomery Street; and
- c. Final plans for the proposed project, including water requirements for business and fire protection purposes, are submitted to Casitas for review. The physical and financial arrangements, including the payment of all fees, deposits and participation cost, if any, for metering and/or fire protection facilities have been made. Any required additional water allocation has been purchased from Casitas for the proposed project. The City includes in the permitting process full application of water conservation measures, including but not limited to, ultra-low flush toilets and water saving plumbing fixtures, water conservation landscape and use of grey water, where applicable. Casitas to issue a "Will-Serve" letter prior to issuance of a Certificate of Occupancy.

6. A sign must be maintained at the Cabin Village entrance pursuant to Title 10, Chapter 2, Article 16 (Sign Standards) of the Ojai Municipal Code.
7. Any substantial changes to the site plan or parking management plan that take place due to requirements from the Ventura County Fire Department may require review and approval by City Council.
8. The Community Development Director or designee shall review all proposed modifications to the conditions, site plan, and/or design, and may only approve or disapprove minor modifications, that in his/her judgment, do not adversely affect the City and surrounding residents and businesses. Any modification that is not approved or disapproved by the Community Development Director shall be submitted to the City Council for review at a noticed public hearing.
9. Fire access as required by the Ventura County Fire Department and shown on sheet the Concept Grading Plan of the approved design plans date stamped March 17, 2025 and on file shall remain clear at all times within the Cabin Village Site.
10. All smoking activities must comply with Title 5, Chapter 10 (Smoking Regulated or Prohibited) and Title 4, Chapter 26 (Cannabis use and Cultivation) of the Ojai Municipal Code.
11. The existing fire access lanes within the parking lot (minimum width of twenty feet; unless otherwise noted) shall remain clear.
12. The onsite vehicular circulation and parking facilities and spaces must remain free and clear of obstructions.
13. All new signage for the Cabin Village requires a sign permit application be submitted for each location to be reviewed and approved or disapproved by the Community Development Director.

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14. The approval of the requested Design Review Permit is contingent upon compliance with applicable provisions of the Municipal Code and the successful granting of any/all required permits from any other department or governing agency. The permittee is responsible for any costs associated with extraordinary police response such as described pursuant to Section 5-11.06 (Loud parties and assemblages—Enforcement costs and response fees) of the Ojai Municipal Code.
15. Compliance with Ojai Municipal Code Title 5, Chapter 11, (Noise Standards and Regulations) is required. The applicant must ensure that all noise levels resulted from the approved use must not exceed 65db between 7:00 a.m. and 10:00 p.m. and 55db after 10:00 p.m.
16. The applicant, as signed below, consents to the continued access of the site in an official capacity by the Ventura County Sheriff's Department, Fire Department, City employees for the purposes of routine observations, monitoring, and inspections for compliance. The Sheriff's and Fire Department and Community Development Director or designee have the authority to address any violations of the Conditions of Approval or any concerns they deem as a threat to public health or safety.

Standard Conditions

17. Prior to the certificate of occupancy for the Cabin Village project and ancillary uses, the applicant/property owner shall pay all outstanding fees associated with Design Review Permit No. 24-006 and the Project. Contact the Community Development Department at 805-646-5581 to acquire the outstanding fee amount.
18. Notwithstanding the provisions of Section 10-2.2015 (Design Review Permit expiration), the one-year period for exercising this Design Review Permit is hereby waived. As such, the permit shall remain valid until the project is complete and shall not be deemed void due to the passage of time.
19. Prior to issuance of a building permit for any building or structure requiring City Council approval, the Building Official shall make a determination that the proposed building or structure is in conformity with the plans, conditions and other provisions of this Design Review Permit.
20. The project must comply with all applicable public works code requirements identified with Title 7 (Public Works) of the Ojai Municipal Code.
21. The project must comply with all applicable building code requirements identified with Title 9 (Building Regulations) of the Ojai Municipal Code.
22. Parking and loading spaces shall be permanently available, marked, and maintained for parking or loading purposes for the use they are intended to serve.

23. Roof or ground-mounted mechanical equipment (e.g., air conditioning, heating, ventilation, and exhaust ducts, transformers), loading docks, refuse storage areas, and utility services shall be adequately screened from the view from adjoining public streets and rights-of-way, and surrounding areas zoned for residential or open space uses, by fences, landscaping, walls, or other methods approved by the Director. The method of screening shall be architecturally compatible with other on-site developments in terms of colors, materials, and architectural style.
24. The approved uses, activities, and processes under this permit shall not generate or emit any visible dust, gasses, or smoke, except as necessary for the heating or cooling of structures, the operation of motor vehicles on the site, and the cooking and food preparation associated with the hotel kitchens.
25. The approved uses, activities and processes under this permit shall not generate ground vibration perceptible without instruments by a reasonable person at the property lines of the site, except those associated with motor vehicles in "regular working order."
26. The approved uses, activities and processes under this permit shall not generate or emit any obnoxious odor or fumes that are perceptible without instruments by a reasonable person at the property lines of the site.
27. Liquids shall not be discharged into a public or private body of water, sewage system, watercourse, or into the ground, except in compliance with applicable regulations of the California Regional Water Quality Control Board and the City adopted National Pollution Discharge Elimination Standards.
28. Development shall be undertaken in accordance with the conditions and requirements of the Ventura County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2021-0105 (Permit).
29. The developer shall obtain all necessary permits from the City of Ojai for all work within the City's right-of-way including but not limited to encroachment permits for any construction within the City's Public Right-of-way, including flatwork associated with new driveways, sidewalks, curb ramps, curb cuts and undergrounding.
30. The developer shall coordinate construction with the Department of Public Works Capital Improvement Projects (CIP) for proposed CIP projects within the vicinity of work. City projects shall have scheduling priority.
31. Ramps and other accessible path of travel elements (sidewalk, walk, appurtenances) must be constructed in locations specified by the Director of Public Works and the Director of Community Development. Accessible facilities must be constructed and existing facilities reconstructed within and adjacent to the limits of the project limits as necessary to comply

with California Title 24 accessibility requirements of the California Building Codes and Americans with Disabilities Act (ADA).

Soils Report Condition(s)

32. Prior to issuance of grading permits for the subject site, the recommendations provided in the Soils Engineering Report prepared by Solid Soils & Geologic Consultants shall be included on the grading plans and followed by the developer.

Biological Resources Assessment Condition(s)

33. Prior to grading and construction, the regulatory compliance measures shall be followed and identified on the construction documents for the proposed project. These regulatory compliance measures include BIO-1 [Preconstruction Nesting Bird and Raptor Survey], Condition of Approval BIO-2 [Focused Bat Survey and Roosting Site Protection], Regulatory Compliance Measure BIO-3 [Survey of Project Site for Protected Trees and Protection Measures] prepared and provided by South Environmental.

Tree Impact Assessment Condition(s)

34. Mitigation will be determined by the City as either a monetary amount (\$34,200) or, more likely, an appropriate number of trees (~30 trees) to be planted as mitigation in the City.
35. Contractor responsibility - The project applicant will ensure that all contractors have read and are familiar with the requirements laid out in these tree protection measures. A copy of this document and the accompanying Tree Protection Plan shall be kept on site at all times. It is the their (contractors') responsibility to become familiar with all protection measures described below and to adhere to them as they apply to their portion of the work. Damage to trees through ignorance is not acceptable.
36. Prior to the issuance of grading permits or building permits the developer shall perform and verify in writing the performance of all conditions and recommendations provided by Jan C. Scow Consulting Arborists, LLC which include:
 - a. A pre-construction meeting must take place between the general contractor and the arborist prior to groundbreaking to review the tree protection plan.
 - b. Inspection of protective fencing before construction activities begin.
 - c. Any excavation within the dripline of any oak where roots may be encountered.
 - d. Any grading activity, especially on the east slope
 - e. Above ground pruning of any oak tree.

- f. Cutting of any roots on any oak tree.

Ventura County Fire Department

37. Identify no-parking fire lanes on any road width less than 32' including area designated as Fire Dept. Turnaround. Fire lanes shall be designed per VCFD Standard 501 Chapter 7.
 - a. Provide horizontal turn radius on access road leading to parking area. VCFD Standard 501 requires a minimum horizontal turn radius of 40 ft.
 - b. Show location of existing or proposed fire hydrants serving the new structure. Maximum distance from the fire hydrant to the building shall not exceed 400 ft. per the 2022 CA Fire Code Section 507 measured along the access road.
 - i. Note that the maximum spacing from the fire hydrant to the new building fire sprinkler Fire Department Connection (FDC) cannot exceed 150 ft.
 - c. Identify type of fire sprinkler system proposed for the structure. Type of NFPA sprinkler system will be based on proposed Occupancy Classification of the building.
 - d. Verify whether project will be under HCD jurisdiction or City of Ojai Building and Safety for building permit issuance. Confirm whether the units will have fire sprinklers installed/approved by HCD at the factory OR installed onsite by a licensed fire sprinkler contractor.
38. Provide preliminary Civil drawings showing proposed location of any backflow preventers and/or domestic water connections that would serve fire protection systems and fire hydrants.

Ojai Valley Sanitation District

39. Prior to the issuance of permits, the project shall include design work and details regarding the installation of 1,500-gallon, 4-inch layout gravity grease interceptor.
40. Prior to recordation of a final map or issuance of a building permit, the City of Ojai will require a "**Will Serve Letter**" from the Ojai Valley Sanitary District, which certifies to the County that a binding agreement has been entered into between the owner/developer and the District. This letter will be issued at such time as the owner/developer has paid all fees, accepted District Terms and Conditions, and design and specifications for installation of sewers are satisfactory to the District.
41. Based on Ojai Valley Sanitary District staff's review of owner's application received **November 8, 2024**, through January 23, 2025, it is **estimated** that the proposed project may require an additional **(17)** Capacity Units, based on parcel and ownership information to serve the proposed project.
42. Any other Terms or Conditions which the District's Board of Directors may establish prior to approval of final plans.

43. Construction of necessary sewer facilities to serve these capacity units will be at the owner/developer's expense.
44. Payment of monthly sewer service charges to the District per Capacity Unit through June 2025 or adjusted date as established by the Ojai Valley Sanitary District.
45. A recorded sewer easement for any property(ies) giving access to reach the Ojai Valley Sanitary District mainline.
46. A final inspection will be required after completion of the project.

Casitas Municipal Water District

Prior to a Certificate of Occupancy is issued by the City for the project:

47. Final plans for the proposed project, including water requirements for business and fire protection purposes, are submitted to Casitas for review.
48. The physical and financial arrangements, including the payment of all fees, deposits and participation cost, if any, for metering and/or fire protection facilities have been made.
49. Any required additional water allocation has been purchased from Casitas for the proposed project.
50. The City includes in the permitting process full application of water conservation measures, including but not limited to, ultra-low flush toilets and water saving plumbing fixtures, water conservation landscape and use of grey water, where applicable.
51. Casitas to issue a "Will-Serve" letter prior to issuance of a Certificate of Occupancy.

Legal Requirements

52. The owner/applicant, on behalf of itself and its successors and assigns, shall defend and hold harmless the City of Ojai, its officers, boards, commissions, agents and employees, and each of them from and against any claims, demands, actions, suits, liabilities and judgments of every kind and nature regardless of the merit of the same arising out of or related to the exercise and enjoyment of the approval of the City of the development permits necessary to the project including costs of investigations, attorney fees and court costs in the defense of any actions.
53. If the City believes that it is entitled to indemnification pursuant to this Condition, the City shall give the applicant prompt and written notice thereof. Any such notice shall set forth in reasonable detail and to the extent then known the basis for such claim for indemnification. Each such claim for indemnification shall expressly state that the

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

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

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

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

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entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense. The City shall, and shall cause each of its officers, employees, consultants and agents to cooperate fully with the applicant in the defense of any claim or proceeding being defended by the applicant pursuant to this Condition.

SECTION 10. Effective Date. This resolution shall take effect immediately upon its adoption.

SECTION 11. Certification. The City Clerk shall certify the adoption of this Resolution as required by law.

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PASSED, APPROVED and ADOPTED this 27th day of May, 2025 by the following vote:

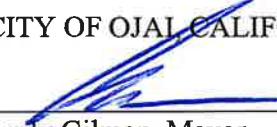
AYES: **Lang, Rule, Gilman**

NOES: **Whitman, Mang**

ABSENT:

ABSTAIN:

CITY OF OJAI, CALIFORNIA


Andy Gilman, Mayor

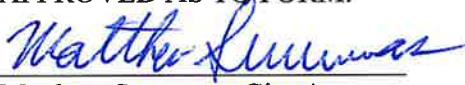
5/27/25

Date

ATTEST:


Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:


Matthew Summers, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, do hereby certify that the foregoing resolution, City of Ojai Resolution No. 25-19, was passed and adopted by the Ojai City Council at its regular meeting on May 27, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Ojai on this 27th day of May 2025.


Weston Montgomery, Chief Deputy City Clerk

Attachment(s):

- Exhibit 1 to Attachment A – Similar Use Determination
- Exhibit 2 to Attachment A – Development Management Agreement
- Exhibit 3 to Attachment A – CEQA Determination



CITY COUNCIL RESOLUTION

EXHIBIT 1

SIMILAR USE DETERMINATION

Similar Uses Allowed – Determination

The Ojai Municipal Code provides guidance on land uses not specifically listed within the land use tables; Tables 2-2, 2-4, 2-6, and 2-8 respectively. The Ojai Municipal Code recognizes and acknowledges not every conceivable use can be identified in these zoning regulations, and anticipates new or emerging uses will evolve or develop over time. Section 10-2.303 (Allowable uses and permit requirements) of the Code includes authority of the Community Development Director (Director) to compare a proposed use and measure it against those uses listed in these respective zoning regulations.

Permanent Supportive Housing is not an identified or listed use within the land use tables. *Supportive Housing* combines affordable housing with best-practice services for individuals and families with disabilities and a lengthy history of homelessness. Per the United States Department of Housing and Urban Development, permanent supportive housing encompasses housing assistance (e.g. long-term leasing or rental assistance) and supportive services provided to assist households/residence with at least one member (adult or child) with a disability in achieving housing stability.

For the purposes of this similarity, the proposed use in P-L designated zones typically encompasses state funding and local control and not private or non-profit driven. In this case, the state provided the funding for the construction of the project and the city continues to manage the operation of the site. Other existing mixed-use and multi-family uses which exist within the P-L designated area, operating as non-profits or faith-based organizations, include: 1620 San Gabriel (multi-family), 101 Topa Topa Street (mixed-use), 402 Bryant Street (mixed-use), 107 North Ventura Street (mixed-use).

In determining “similarity,” the director shall first make all of the following four findings identified below (**findings bolded**):

A. *The proposed use shall meet the intent of and be consistent with the goals, objectives, and policies of the General Plan.*

Justification | The proposed use (Permanent Supportive Housing) meets the intent and is consistent with the goals, objectives and policies of the General Plan. The proposed Permanent Supportive Housing project would be of low profile (single-story), include an emphasis on pedestrian and bicycle access and mass-transportation, and the use is within approximately a quarter mile (~1,400 feet) from Ojai Avenue and approximately 0.15 miles (~900 feet) from the Ojai Valley Trail; consistent with Land Use Policy LU-2.

The proposed use would continue to further the goals and objectives of the Circulation Element. The proposed project would continue to maintain the protective community character and living environment. The proposed project includes an appropriate density with 30 onsite permanent supportive housing units; 28-units supporting one tenant for each unit and two of the units accommodating two tenants. The project site includes several mature protected oaks, sycamores, and mature trees with the proposal cited to limit impacts to those protected trees. Using the nature vegetation as a buffer to surrounding buildings and uses with

further buffering with the inclusion of additional mature trees per the proposed landscaping plan; consistent with Circulation Policy CIR-3.

The proposed use is consistent with the Air Quality Element goals and policies identified in the General Plan. These goals are aligned with trip reduction source included within Transportation which align with Trip Reduction No. 5 as the proposed project is a Permanent Supportive Housing project; one of the pillars of affordable housing. The project would provide long-term accessible affordable housing for-rent; accommodating low-income individuals, typically combined with additional supportive services to aid in housing stability; particularly for those experiencing chronic homelessness or with disabilities. Essentially, this pillar of affordable housing includes added support services.

The proposed use would continue to further the goals and objectives of the Recreation Element. Consistent with the conservation policies and programs, the proposed project intends to create a walking trail which connects to the existing Ojai Valley Trail.

The proposed use is consistent with the Open Space Element policies and programs identified in the General Plan. Consistent with the open space policies and programs the project would not impact existing natural hillsides and ridgelines or proposed development within areas viewed or designated as Open Space. The proposed site is zoned and maintained as public land.

The proposed use would continue to further the goals and objectives of the Noise Element. Consistent with Noise Policy No. 1, the project would be required to meet the State Uniform Building Code which specifies that the indoor noise levels for residential living spaces not exceed 45 dn/CNEL due to the combined effects of all noise sources. Furthermore, the proposed project includes existing natural berms and landscaping to dampen sound from surrounding sensitive land uses; consistent with Noise Policy No. 4.

The proposed use is consistent with the Conservation Element goals and policies identified in the General Plan. The proposed project and use would be consistent with the conservation policy regarding land use patterns that take optimum advantage of natural and cultural resources. The proposed project is proposed on vacant land with mature vegetation at the edges of the property. The mature trees would be preserved to provide shade to the proposed use as well as a buffer to the surrounding residential and public facilities uses.

The proposed use is consistent with the Safety Element goals and policies identified in the General Plan. Consistent with Safety Element Policy No. 3 the proposed permanent supportive housing facility would be designed and constructed to resist, insofar as is practical, the forces generated by earthquakes, gravity, fire, and wind. Achievable through compliance with all applicable federal, state, and local rules and regulations as applicable and required.

The proposed use would continue to further the goals and objectives of the Housing Element. As outlined in detail in the Resolution, permanent supportive housing is consistent with policies H-4, H-5, H-6, H-7, H-9, H-13, H-14, H-15, H-16, Program No. 6, Program No. 9, Program No. 11, and Program No. 19 of the Housing Element. A permanent supportive housing project for unhoused residents through sustainable cob construction would align with the goals and objectives of the Housing Element by providing affordable housing for special needs populations using nonprofit support and material that are sustainable and compatible with the City's environmental goals. The preliminary group of residents are transitioning from Ojai Tent Town include elderly and disabled persons. Since unhoused people typically fall within other special needs groups, it is likely that future residents of the project will include elderly and disabled persons, and veterans.

B. The proposed use shall meet the stated purpose and intent of the zoning district in which the use is proposed.

Justification | The proposed use (Permanent Supportive Housing) meets the stated purpose of the P-L (Public, Quasi-Public) District. The stated purpose and intent of the P-L district is applied to areas appropriate for public facilities, government offices, and cultural facilities. Housing is a permitted use in the P-L, with maximum density determined through the development review process on a case-by-case basis for a single-family subdivision or a multi-family project.

The proposed use is referred to as Permanent Supportive Housing and is proposed to include 30 residential units on an approximately 1.74 acre site located at 408 South Signal Street. The site is intended to be used to provide permanent supportive housing for unhoused residents. The project will provide the residents with on-site supportive services to refer residents of the Project to services including: case management, education and employment services, mental health and well-being counseling, physical and behavioral health services, substance abuse services, and peer support services. These types of services are typical of services provided by the government and religious organizations and non-profits.

C. The proposed use shall not adversely affect the public health, safety, and general welfare of the City's residents.

Justification | The proposed use will not adversely affect the public health, safety, and general welfare of the City's residents. Public health refers to the overall health status of a population, including disease prevention and access to healthcare. Public safety refers to protection from physical harm, including crime and accidents. General Welfare refers to broader societal well-being, including stability, social cohesion, and environmental quality.

For the purposes of this proposed Permanent Supportive Housing project and use the development of the project will be required to meet all safety construction standards, be required to meet operational standards and practices, and be required to meet specific design standards.

Addressing the experiences of unsheltered homelessness for individuals residing at the City's Ojai Tent Town encampment—and for future unhoused persons—directly also supports the health, safety, and general welfare of the entire community. By transitioning unhoused people from the Ojai Tent Town encampment into permanent supportive housing using data-informed, non-punitive, low-barrier, person-centered, and Housing First approaches, the project will:

- Promote public health by improving access to hygiene and healthcare and eliminating unsafe living conditions in public spaces.
- Enhance public safety by resolving encampment-related concerns such as fire risk, crime vulnerability, and emergency service strain, while providing stable, supervised environments for formerly unsheltered persons.
- Improve general welfare by fostering long-term housing stability and access to critical services—benefiting both housed and unhoused residents.

D. The proposed use shall share characteristics common with, and not be of greater density/intensity, generate more adverse environmental effects than those uses listed in the zoning district in which the use is proposed.

Justification – The proposed use of permanent supportive housing, inclusive of services is consistent with the use of P-L zone. P-L allows standards of maximum density for housing to be set by the Planning Commission or City Council through the development review process.

The City and more specifically, City Council, maintains the power, to approve the Cabin Village Project on any site zoned P-L because the project is state-government funded through the Encampment Resolution Funding (ERF) grant program aimed at providing funding to local jurisdictions and continuum of care to transition unhoused people living in encampments into housing. The City is the applicant for this project as it will manage, maintain, and operate the site and contract to build the project.

Ojai Tent Town, where the initial group of unhoused residents lives is on P-L zoned land. As the project will provide permanent supportive housing including services, and housing and government offices are permitted in the P-L zone, thus the effects of the use will not generate more adverse environmental effects than those uses listed in the zoning district in which the use is proposed as they are permitted.

CITY COUNCIL RESOLUTION

EXHIBIT 2

DEVELOPMENT MANAGEMENT AGREEMENT

DEVELOPMENT MANAGEMENT AGREEMENT

BETWEEN

THE CITY OF OJAI,
a California municipality

AND

DIGNITYMOVES,
a California nonprofit corporation

Cabin Village

APNs 023-0-120-020; 023-0-120-170 (414 S. Ventura Street, Ojai, CA 93023); 023-0-120-180

DEVELOPMENT MANAGEMENT AGREEMENT

THIS DEVELOPMENT MANAGEMENT AGREEMENT (the "**Agreement**") is made effective as of May 30, 2025, by and between The City of Ojai, a California municipality ("**City**") and DIGNITYMOVES, a California nonprofit corporation ("**DignityMoves**", and collectively with City, the "**Parties**").

RECITALS

A. This Agreement is intended to provide for the development of housing for formerly unshoused individuals in order to assist in addressing the City's homelessness crisis.

B. The City owns that certain real property located in the City of Ojai, County of Ventura, State of California identified as APNs 023-0-120-020; 023-0-120-170 (414 S. Ventura St., Ojai, CA 93023); 023-0-120-180, as more particularly described in **Exhibit "A"** attached to this Agreement (the "**Property**").

C. DignityMoves, with the approval of City as a sole source vendor pursuant to Ojai Municipal Code section 8-4.08, intends to license and develop the Property with a permanent supportive housing project for formerly unshoused individuals containing thirty (30) single-story residential units each with ensuite bathrooms and kitchenettes, a common area in the middle of the development, laundry and dining facilities, solar-ready for future installation, and offices for on-site case managers and site security (together with all related facilities, the "**Project**"). A Site Plan is attached as **Exhibit "B"** to this Agreement. For purposes of this Agreement, the term "Project" shall be deemed to include the final number of residential units developed with related improvements as ultimately approved by the agency or agencies or Governmental authority or authorities with jurisdiction.

D. The City is the awardee of an Encampment Resolution Funding (ERF) Grant, Agreement No. 24-ERF-3-R-100005, in the amount Twelve Million Six Hundred Sixty-Seven Thousand Four Hundred Sixty-one Dollars (\$12,667,461.00) (the "**ERF Grant**") attached as **Exhibit "C"** to this Agreement.

E. The City will provide and administer the ERF Grant (which, together with additional funds granted or donated for the development of the Project, is described herein as the "**Funding**"), for the development and operation of the Project on the Property.

F. DignityMoves is experienced in the development of housing projects similar to the Project.

G. The City desires to engage DignityMoves, and DignityMoves desires, to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, construction and completion of the Development Work (as such term is hereinafter defined) upon the terms, conditions and covenants herein described.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

ARTICLE 1 **DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"Agreement" shall mean this Development Management Agreement, as may be amended, modified or supplemented from time to time.

"Architect" shall mean a licensed project architect identified by DignityMoves, and consented and approved by the City. DignityMoves has engaged, and the City, by signing this Agreement hereby approves of the engagement of, Dylan Johnson & Associates to act as the Architect for the Project.

"Business Day" shall mean any day other than a Saturday, Sunday or other than a holiday on which businesses in the State of California are generally closed for business.

"City" shall mean the City of Ojai.

"Claims" shall mean any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, actual attorneys' fees and costs, court costs, demands, debts, causes of action, fines, judgments and penalties.

"Commencement Date" shall mean May 30, 2025.

"Construction Contract(s)" shall mean any construction contracts entered into by DignityMoves and any Contractor providing for the performance of Development Work.

"Consultants" shall mean the architects, engineers, consultants or designers engaged by DignityMoves, for the Project.

"Contractor(s)" shall mean one or more licensed general contractors to be engaged by DignityMoves to construct all or a portion of the Improvements.

"County" shall mean the County of Ventura.

"Day" shall mean a calendar day unless specifically referenced as a Business Day.

"Development Budget" shall mean the budget for the Development Work to be agreed to in writing by the Parties in accordance with the terms of this Agreement, as it may be amended and/or updated from time to time as agreed to in writing by the parties, setting forth the anticipated costs, expenses, and income and other relevant financial projections to perform and complete the Development Work. Development Budget is attached hereto as **Exhibit "D"** and shall not exceed \$9,500,000.

"Development Plan" shall mean the general plan for development of the Project consisting of the product type and size, site plan and density of development and Project amenities, which shall be consistent with the Entitlements.

"Development Schedule" shall mean a schedule to be prepared by DignityMoves and approved by City in its reasonable discretion showing the dates of commencement and completion of various components of the Development Work, which Development Schedule shall be updated by DignityMoves as provided in this Agreement.

"Development Work" shall mean any and all construction and other work necessary for the construction of the Improvements, all as covered by the Development Budget.

"Entitlements" shall mean the Permits and all other Governmental agreements, permits, approvals and entitlements required from time to time for the development of the Project.

"Government" or **"Governmental"** shall mean and include the City and any other governmental, quasi-governmental, or public utility authority.

"Improvements" shall mean the onsite and offsite grading, installation of sewer, water, storm drain, electrical, cable, and other utilities and connections to the Property and the Project, site preparation and vertical construction of any improvements constituting the Project, together with the installation of landscape areas, including entry areas, walkways, open space and any other improvements to be constructed in connection with the development of the Project as set forth in the Plans and Specifications, as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, and any other Work of Improvement as that term is defined in Section 8050 of the California Civil Code.

"Line Items" shall mean the cost accounting categories set forth in the Development Budget for each of the construction trades for the construction of the Improvements and for any separate material categories or other development costs, including costs to obtain the Entitlements.

"Notice of Termination" shall mean a written notice of termination of this Agreement delivered by City to DignityMoves and/or by DignityMoves to City.

"Permits" shall mean such grading and building permits as may be necessary for the construction of the Improvements.

"Plans and Specifications" shall mean the grading plans and the architectural and engineering plans and specifications for the Improvements including the improvement plans that may be approved by the City, the plot plans showing the proposed location of the Improvements and appurtenances, and such other plans and specifications as may be necessary for the construction of the Improvements.

"Project" shall have the meaning set forth in Recital C.

"Project Costs" shall mean all costs incurred by City and/or by DignityMoves in connection with the Property and/or the Project, in accordance with the Development Budget or otherwise approved by City in writing.

"Property" shall have the meaning set forth in Recital B.

"Services" shall mean the services contemplated to be performed by DignityMoves under this Agreement.

"Subcontractor" shall mean a person or organization who has an indirect contract with DignityMoves (e.g., a subcontract with the Contractor) to perform any work or to provide any materials, equipment or supplies for the Project and, as used herein, unless the context otherwise requires, shall include sub-subcontractors.

"Third Party or Parties" shall mean individually or collectively, as applicable, any Consultant, Contractor, Subcontractor, vendor, supplier or any other person or entity providing services or materials to the Project, other than DignityMoves.

"Third Party Contract" shall mean a contract between City and/or DignityMoves and any Third Party with respect to the development or operation of the Project, including any Construction Contract.

"Unavoidable Delay" shall mean any prevention, delay or stoppage in the Services required of DignityMoves pursuant to this Agreement, but not including any payment and/or performance obligations of DignityMoves, caused by war, insurrection, strikes, lockouts, riots, unusually adverse weather, unavailability of labor or construction materials, supplies and equipment or product shortages, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement or unseasonable weather conditions, newly enacted Governmental regulations or controls, the application to the Project of existing regulations or controls or similar events outside the performing party's control impacting the Project, its location or the region in which the Project is located, or other matters or causes beyond the reasonable control of DignityMoves, which shall extend the time within which this Agreement requires certain acts to be performed for a period equal to any such prevention, delay or stoppage.

ARTICLE 2 **ENGAGEMENT; STANDARDS OF PERFORMANCE**

2.1 Engagement. City hereby engages DignityMoves as the development manager of the Project with respect to the Development Work, for the purpose of managing, arranging, supervising and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work, all in accordance with the terms, conditions and limitations herein set forth. DignityMoves hereby accepts such engagement, and DignityMoves hereby agrees to use reasonable efforts to perform the Services, including (i) obtaining and preserving all Entitlements required from time to time for the Project, (ii) negotiating and entering into any Third Party Contracts necessary for the completion of the Project, (iii) overseeing and managing construction of the Improvements by Third Parties pursuant to approved Plans and Specifications, (iv) obtaining the acceptance of the applicable Improvements by the relevant Governmental agencies, (v) otherwise providing all Services necessary for completion of the Development Work, all within the Development Budget and Development Schedule as the same

may be modified from time to time, (vi) signing documents, agreements, purchase orders, change orders and other instruments and writings related to the Project, (vii) issuing payments in connection with the Development Work on checks drawn against the Project Account(s) (as such term is hereafter defined), and (viii) such other tasks as are necessary to perform or procure the Development Work or as requested by City.

2.2 Standard of Performance. DignityMoves shall furnish its skill and judgment to perform the Development Work and shall cooperate with City and the Third Parties performing Development Work or otherwise providing services relating to the Project. DignityMoves shall perform its duties and obligations under this Agreement in a reasonably efficient, expeditious and economical manner, in accordance with the applicable Development Schedule (subject, however, to the provisions of Section 3.2) and within the amounts budgeted in the Development Budget (except as otherwise permitted pursuant to the terms of this Agreement) consistent with the skill and care ordinarily provided by development managers practicing in the same or similar locality under the same or similar circumstances. DignityMoves shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

2.2.1 Competitive Solicitation of Contractor(s). DignityMoves shall competitively solicit bids for the Contractor(s) of the Project in accordance with California Public Contract Code sections 22030-22045 and Ojai Municipal Code Chapter 8-4. The Contractor selected shall be affirmed by the City Council in a public meeting noticed in compliance with the California Brown Act (California Government Code section 54950-54963). DignityMoves shall require in the contract for this Project that the selected Contractor(s) give preference to qualified local subcontractor(s) where feasible, provided they meet the Project's requirements for cost, quality, design, and schedule.

2.3 DignityMoves's Personnel. DignityMoves may perform its duties and obligations hereunder with its own employees or by engaging outside consultants. DignityMoves shall be responsible for hiring, supervising, training, and terminating all of its employees and staff members performing Services relating to the Project. The persons designated by DignityMoves as its representatives ("**Representatives**") shall represent DignityMoves as its agents and all written communications given to or by those Representatives shall be as if given to or by DignityMoves. DignityMoves and its employees shall at all times perform DignityMoves's obligations hereunder in a good and workmanlike manner. Any employee of DignityMoves performing Development Work who, in the reasonable opinion of City, does not perform its work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of City, be promptly removed from performing Development Work on the Project.

2.3.1 Independent Contractor Status. Under no circumstances shall DignityMoves or its employees look to the City as an employer. DignityMoves shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on DignityMoves' previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and DignityMoves specifically assumes the responsibility for making such a determination. DignityMoves shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment

insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

2.3.2 Indemnification of CalPERS Determination. In the event that DignityMoves or any employee, agent, or subcontractor of DignityMoves providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, DignityMoves shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of DignityMoves or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2.4 City's Representatives. Those persons designated and identified in writing by City as its representatives shall represent City as its agents, and all written communications given to or by those representatives shall be deemed given to or by City. City's representatives may be changed from time to time by City by delivery of written notice thereof to DignityMoves.

2.5 License and Access. City, DignityMoves and their respective officers, managers, members, representatives, agents, employees, contractors (including Architect, Consultants and Contractor) and Subcontractors shall at all times have access to the Property, solely for purposes of effectuating the Project and the Development Work wherever it is in preparation or progress, as a Licensee of the City. Any other use is prohibited. The term of this License ("Term") shall begin on the Commencement Date and shall expire at 5:00 p.m. on July 31, 2027, unless terminated earlier or extended in writing by the City.

2.6 Prevailing Wage. DignityMoves and the City acknowledge that this Agreement is subject to the prevailing wage law, including, but not limited to the following:

2.6.1 DignityMoves shall pay the prevailing wage rates for all construction work performed at the Project site under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, DignityMoves shall pay the wage rate of the craft or classification most closely related to the omitted classification. DignityMoves shall forfeit as a penalty to the City \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by DignityMoves or by any Contractor under DignityMoves. DignityMoves shall require, as a condition of any agreement with a Contractor, that the Contractor and any Subcontractors hired by such Contractor pay workers prevailing wages in compliance with this Section. In addition, DignityMoves shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

2.6.2 DignityMoves shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that DignityMoves is responsible for compliance with Section 1777.5 by all of its

Contractors. DignityMoves shall require, as a condition of any agreement with a Contractor, that the Contractor and any Subcontractors hired by such Contractor comply with this Section.

2.6.3 Pursuant to Labor Code section 1725.5, DignityMoves and any Contractors and Subcontractors must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2.6.4 Pursuant to Labor Code section 1776, DignityMoves and any Contractors and Subcontractors shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code sections 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code section 1776.

2.6.5 This Agreement is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code sections 1810 and 1813, as follows:

DignityMoves shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by DignityMoves' employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. DignityMoves shall forfeit as a penalty to the City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by DignityMoves or by any Subcontractor of DignityMoves, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

2.6.6 This Agreement is subject to Public Contract Code section 6109: DignityMoves shall be prohibited from performing work on this project with a Contractor or Subcontractor who is ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.

2.7 **Project Accounts**. DignityMoves shall establish one or more bank accounts (the “**Project Account(s)**”) with banks designated by DignityMoves. DignityMoves shall be authorized to issue checks or make withdrawals from such Project Accounts.

2.7.1 **Draw Process**. To comply with applicable grant requirements and deadlines, \$5,900,000.00 total project funds shall be disbursed to DignityMoves upon execution of this Agreement and submission of an initial invoice. Until this initial disbursement is fully expended, DignityMoves shall submit monthly draw packages to the City for review and approval *prior* to issuing any payments to Consultants or Contractors in accordance with the process outlined in this section, including subsections (i) through (iv) below. The City shall approve or reject draw packages within a reasonable timeframe not to exceed ten (10) calendar days following its receipt of a complete and accurate draw package as reasonably determined by the City. If approved by the City, DignityMoves shall approve payment of invoices via Bill.com, and shall release funds within 3 days of its approval.

Thereafter, the remainder of project funds shall be disbursed in accordance with this process on a monthly basis: (a) Consultants and the Contractor shall submit their invoices to DignityMoves no later than the 23rd day of each month for work completed as of the 23rd day of that month; (b) DignityMoves shall review all invoices received for work completed as of the 23rd day of that month and assemble a draw package for submittal to the City on the 25th day of that month for the City’s review and approval, which draw package shall include: (i) a summary listing all invoices (including an invoice for its development fee pursuant to Article 7) to be paid for that month and the total draw amount; (ii) copies of all invoices to be paid; (iii) General Contractor’s Application for Payment including conditional releases for the current pay application and unconditional releases for the previous pay application; and (iv) an updated Development Budget reflecting paid-to-date and balance-to-complete. DignityMoves shall schedule a review meeting with the City for each draw period to review the draw package. The City shall approve or reject draw packages within a reasonable timeframe not to exceed ten (10) calendar days following its receipt of a complete and accurate draw package as reasonably determined by the City. If approved, the City will wire funds into the Project Account (pursuant to wiring instructions provided by DignityMoves to the City upon execution of this Agreement). DignityMoves shall approve payment of invoices via Bill.com, and shall release funds within 3 days of its approval.

2.8 **Licensing**. City acknowledges that DignityMoves does not hold a Contractor’s State License Board (CSLB) license, and has advised the City of the same.

ARTICLE 3

PERFORMANCE OF THE DEVELOPMENT WORK

3.1 **Development Budgets**.

3.1.1 **Approval of Development Budgets**. The City and DignityMoves have agreed upon the Development Budget attached hereto as **Exhibit D**. DignityMoves shall advise the City if DignityMoves determines that the amounts set forth in the applicable Development Budget will be exceeded. All changes that will cause the Development Budget to be exceeded shall be subject to City’s prior written approval.

3.1.2 Conformity with Development Budget. DignityMoves shall use commercially reasonable and diligent efforts to enable the Development Work to be completed in conformity with the Development Budget making use of the Funding available therefor. The City acknowledges that changes to the Project scope will impact the Development Budget.

3.1.2.1 The Parties agree to cooperate in good faith to avoid budget overruns through proactive planning, ongoing financial monitoring, and timely communication. DignityMoves shall provide the City with regular budget updates, including notice of any potential or actual cost overruns as soon as they are identified.

3.1.2.2 In the event of a projected or actual budget overrun, the Parties shall promptly meet to assess the circumstances and explore collaborative solutions to address the funding shortfall in accordance with Section 3.5. The City's financial commitment to the Project is expressly limited to the ERF grant funding specified in this Agreement. Nothing in this Section or elsewhere in the Agreement shall be construed to obligate the City to provide or guarantee any additional funding without City Council approval or emergency approval of the City Manager, where necessary.

3.1.3 Unused Funds. DignityMoves shall promptly return to the City any portion of the grant funds advanced by the City that remains unspent upon completion of the Project (including punch list items), or upon earlier termination of this Agreement. Such return shall occur no later than thirty (30) days after the final draw package is delivered to the City and invoices in the final draw package have been paid. DignityMoves shall provide the City with a detailed final reconciliation of all grant funds expended, and the City shall have the right to audit such records to confirm the amount of any unspent funds per Section 5.3 of this Agreement.

3.2 Development Schedule and Development Plan.

3.2.1 Approved Development Schedule and Development Plan.

DignityMoves and the City will jointly agree upon the Development Schedule, attached as **Exhibit E** to this Agreement, and Development Plan. The Development Schedule and Development Plan shall be updated regularly by DignityMoves. DignityMoves shall provide the City or its designees (including the City) such reports as either of them may reasonably request with respect to the progress of the Development Work and the status of the Development Budget and amounts of the Funding remaining in the Project Accounts. DignityMoves shall provide the City with concurrent copies of all Contractors' Applications for Payment.

3.2.1.1 The City agrees to allow the DignityMoves until August 30, 2025, to provide the Development Budget and Development Schedule. Failure by the DignityMoves to provide such documents by the deadline set forth herein shall constitute a material breach of this Agreement. In such event, the City may immediately terminate the Agreement by providing written Notice of Termination. Upon termination, the DignityMoves shall not be entitled to any further compensation, and any outstanding invoices shall be paid in accordance with Section 10.3.3 of this Agreement.

3.2.1.2 Except for as allowed for Unavoidable Delays per Section 3.2.2, DignityMoves and the City agree that the Project shall be fully and finally completed,

including all deliverables, approvals, and documentation, by July 31, 2027, unless otherwise agreed to in writing by both Parties. Failure to complete the Project within this timeframe shall constitute a breach of this Agreement.

3.2.2 Delay. DignityMoves shall proceed with diligence to perform the Development Work in accordance with the Development Plan, the Development Schedule and the Development Budget. If any delay in completion of the Development Work in accordance with the Development Schedule (or other applicable time period as specified herein) occurs due to an Unavoidable Delay, the Development Schedule shall be appropriately modified. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any Unavoidable Delay affecting the Project or this Agreement will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within thirty (30) calendar days from the commencement of the cause. DignityMoves shall not be liable for any costs, expenses, damages, losses, or lost profits arising from any delays except to the extent caused by DignityMoves's gross negligence, willful misconduct or willful failure to perform its material obligations under this Agreement.

3.2.3 Notification by DignityMoves. After DignityMoves becomes aware that (i) any action or performance shown in the Development Schedule will be delayed beyond the start or completion date that is specified for such action or performance in the Development Schedule or (ii) any changes to the Development Plan are necessary or advisable, and at such other times as the City may reasonably request, DignityMoves shall furnish to City proposed additional or revised schedules with variance explanations and/or revisions to the Development Plan and/or Development Schedule. If requested by the City, DignityMoves shall submit a written remedial plan of action for recapturing such schedule slippage, together with supporting documentation therefor. The City shall review the proposal with DignityMoves and DignityMoves shall make any necessary revisions thereto as mutually agreed upon during the review.

3.3 Responsibilities of DignityMoves.

3.3.1 General Responsibility. DignityMoves's general responsibility hereunder as development manager shall be to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, development, construction, and completion of the Development Work, and to take such actions as City may reasonably request within the scope of DignityMoves's responsibilities in this Agreement.

3.3.1.1 As part of DignityMoves' obligation to oversee and manage the Construction of the Development Work by Third Parties in accordance with the approved Plans and Specifications, DignityMoves shall cause the Contractor and Architect to conduct regular and systematic inspections throughout the course of Construction to verify and enforce strict compliance with the approved Plans and Specifications, all applicable laws and regulations (including prevailing wage requirements), and the terms of this Agreement. DignityMoves may delegate this responsibility to the Contractor and the Architect but is responsible for ensuring all necessary and appropriate measures to identify and promptly correct any deviations, deficiencies, or noncompliance are taken through such persons.

3.3.1.2 DignityMoves shall ensure compliance to the approved Plans and Specifications through Third Parties it contracts with to complete the Project. DignityMoves shall maintain detailed records of all inspections and oversight activities and shall provide such documentation to the City upon request. Any failure by DignityMoves to perform its oversight and inspection duties shall constitute a material breach of this Agreement.

3.3.1.3 DignityMoves acknowledges and agrees that its responsibility for the quality and integrity of the Development Work shall not be diminished or waived by the delegation of Construction tasks to Third Parties. DignityMoves shall exercise reasonable care, skill, and due diligence in the selection, engagement, coordination, and supervision of all such Third Parties and shall be liable for any failure to do so.

3.3.2 Project Approvals. DignityMoves shall work cooperatively with the City to assist in coordinating the expeditious processing and procurement of any permits and approvals necessary for development of the Project on the Property. The Project shall be developed in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions applicable to the ERF Grant, to the extent applicable, and all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project. DignityMoves acknowledges that the City has identified a goal of having the Project permitted and ready for construction on or before the date that is two (2) months following the date when permit submittals are made pursuant to Section 3.3.3 below.

3.3.3 Construction Plans. DignityMoves shall engage the “**Architect**” to prepare construction plans for the Project (the “**Construction Plans**”), and together with the Architect, Contractor and such Consultants and Subcontractors as are determined by DignityMoves to be necessary, cause to be prepared building, grading and landscaping permit applications for the review and approval by the City within 120 days of the Effective Date. DignityMoves shall direct the Architect, Contractor and any Consultants to submit each subsequent revision within 30 days of receipt of City’s comments, to the extent reasonably practicable. As used herein “**Construction Plans**” means all construction documents upon which DignityMoves, the Architect, Contractor and any Subcontractors or Consultants shall rely in constructing the Project, and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans and any modifications thereto shall be based upon the Site Plan and the elevations approved by the City, and the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City. Dignitymoves shall require any Consultants and Contractors on the Project to comply with these requirements:

3.3.3.1 Project Site Layout. The site layout for the Project shall include access for pedestrians, bicycles, and vehicles. Pedestrian Americans with Disabilities Act accessibility (ADA) compliance access shall be provided to the north of the project, along Ventura Street, and vehicular, bicycle, and pedestrian access (non-ADA compliant access) shall be provided along Montgomery Street consistent with **Exhibit B**, attached hereto and incorporated by this reference.

3.3.3.2 Floor Plan. Each unit shall include permanent provisions for living, sleeping, and sanitation consistent with **Exhibit F**, attached hereto and incorporated by this reference.

3.3.3.3 Project Design. The design standards for the single-story Project shall comply with this section: (i) Must be a U-shaped development with 30-units, a central courtyard, and attached common building areas for administrative offices and dining, laundry, and storage. (ii) The building design shall be “Hacienda Style,” encompassing a blend of Spanish Colonial and Mexican design elements, featuring rectangular structures with thick walls, clay-like tile roofs, and an interior courtyard. (iii) The style shall maintain consistency with the rendering and elevations provided to the Ojai Planning Commission and City Council at public meetings in 2024 and 2025 consistent with Exhibit G, attached hereto and incorporated by this reference.

3.3.4 Construction Pursuant to Plans. DignityMoves shall oversee the development, design and construction of the Project as herein described, in accordance with the approved Construction Plans and all other permits and approvals granted by the County pertaining to the Project and ERF Grant. DignityMoves shall require of its Contractor(s), Subcontractor(s), employees and Consultants compliance with all directions, rules and regulations of any fire marshal, health officer, building official or other officer of every governmental agency having jurisdiction over the Property or the Project. DignityMoves agrees to include and enforce all terms of the ERF Grant in any contracts related to the Project. All design and Construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

DignityMoves shall be wholly responsible for ensuring that all Development Work, including Improvements performed by Contractors, Consultants, and other Third Parties engaged by DignityMoves, is completed in a good and workmanlike manner and in conformance with the approved Plans and Specifications, all applicable building codes, laws, and regulations, and industry standards. DignityMoves shall also be liable for any damages, costs, or losses incurred as a result of its failure to adequately supervise or manage Third Parties engaged by DignityMoves or to ensure compliance with applicable standards and requirements. The obligations set forth in this section shall survive the completion of the Development Work and any termination of this Agreement.

3.3.5 Construction Schedule. DignityMoves shall cause construction of the Project to be commenced by starting utility extensions, site preparation and foundation preparation (“**Construction Commencement**”) within three business days of City’s issuance of a grading permit for the Property consistent with the Construction Plans. DignityMoves shall cause construction of the Project to be diligently prosecuted to completion sufficient to allow City to issue final certificates of occupancy for the Project, subject to Unavoidable Delays, on or before the date that is eighteen (18) months following Construction Commencement.

3.3.6 Bonds, Mechanic’s Liens and Stop Notices. DignityMoves shall require the Contractor to procure performance, payment and labor and materials bonds payable to the City from sureties reasonably acceptable to the City to ensure completion of the Improvements in the estimated amount of the costs. The City shall be an intended third-party beneficiary of this Agreement. The cost of the Bonds shall be paid from the Development Budget. DignityMoves

shall keep the Property free from liens arising out of any work performed, materials furnished, or obligations incurred by DignityMoves in the performance of its duties hereunder.

3.3.7 As-Built Plans. Upon completion of construction, DignityMoves shall make available to the City following the completion of the Improvements either a set of marked-up as-built plans for the Improvements prepared by the Contractor engaged by DignityMoves, or alternatively a record drawing reflecting construction prepared by the Project Architect.

3.3.8 Use of Plans. The contracts secured and executed by DignityMoves relating to design and construction of the Improvements and executed by (or assigned to) and any Architect, other design professional or any Contractor shall provide, in form and substance reasonably satisfactory to City, for the assignment thereof to City as security to City for DignityMoves's performance hereunder, and City shall be furnished with any such contract, together with the further agreement of the parties thereto, that if any such agreement, or this Agreement, is terminated due to DignityMoves's default, the City may, at its election, use any plans and specifications to which DignityMoves is then entitled pursuant to any such contract upon the payment of any sums due to any Party thereto.

3.3.9 Cost of Construction. The costs of designing, developing and constructing the Improvements and the Project and compliance with the Project approvals shall be paid from the Funding, which shall be made available pursuant to this Agreement to DignityMoves for its disbursement and application to the Contractor(s) (for disbursement and application to Subcontractor(s)), Consultants and other professionals contributing to the construction of the Project.

3.3.10 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and DignityMoves, all Contractors, Consultants and Subcontractors shall refrain from discrimination on such basis. A similar statement shall be included in all contracts with consultants and Subcontractors. DignityMoves shall comply with all related such laws, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (29 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E, and G;
- j. Title 28, Code of Federal Regulations, Part 35;
- k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- l. The requirements on any other nondiscrimination statute(s) which may apply to the Agreement.

3.3.11 Compliance with Laws. DignityMoves and any other Contractor(s) and Subcontractor(s) engaged by DignityMoves pursuant to this Agreement to carry out the construction of the Project and all subsequent improvements, alterations and replacements, shall perform such construction in accordance with the Construction Plans and in accordance with Applicable Laws and terms of the ERF Grant.

3.4 [Reserved].

3.5 Sufficiency of Project Funds. The Parties believe that the Funding is anticipated to be sufficient to complete the Project, and the Parties will work cooperatively and in good faith to accomplish the same in accordance with the Development Budget and Development Schedule as the same may be modified from time to time. Should the amount of Funding be deemed insufficient, in DignityMoves's determination, to complete the Project in accordance with the Plans and Specifications and pursuant to the Development Schedule, DignityMoves and City shall meet and confer and either (a) identify and obtain sources of additional funding or (b) agree upon changes to either the Plans and Specifications or the Development Schedule, or both, in order to accomplish cost savings and efficiencies so that the Project can be completed with the available amount of the Funding and such additional funding.

3.6 Approvals and Consents of City. If at any time DignityMoves requests the approval of City with respect to any matter relating to the Project, City shall use best efforts to provide such approval or disapproval within five (5) Business Days of receiving written notice of such request from DignityMoves along with any documentation reasonably requested by City. In the event that the approval is not provided by City staff within five (5) Business Days, the parties shall meet and confer within five (5) additional Business Days regarding a potential resolution. Notwithstanding the foregoing, if the requested approval relates to a material or substantial change that requires approval by the City Council, then the timeframes set forth above shall not apply. In such cases, the City shall use its best efforts to place the matter on the agenda for consideration at the next available regular meeting of the City Council, subject to applicable noticing and agenda posting requirements, and shall continue to cooperate in good faith with DignityMoves to facilitate timely review and decision.

ARTICLE 4 **AUTHORITY OF DEVELOPMENT MANAGER**

4.1 General Authority. DignityMoves shall carry out and discharge the responsibilities and obligations of DignityMoves under this Agreement (including, without limitation, all of the responsibilities imposed upon DignityMoves under Article 3); provided, however, that DignityMoves shall have no right or authority, express or implied, to commit or otherwise obligate City in any manner whatsoever.

ARTICLE 5 **PROGRESS MEETINGS; REPORTING REQUIREMENTS**

5.1 Progress Meetings. At City's request, DignityMoves shall schedule and attend meetings with City to discuss the progress of the development and construction of the Project. At such meetings DignityMoves shall provide City with any updated Development Schedule, Development Budget and Development Plan required to be delivered by DignityMoves.

5.2 Third Party Information. DignityMoves shall furnish to City, from time to time, promptly after City's request, a current list of all of Third Parties DignityMoves has retained in connection with the Development Work.

5.3 Books and Records. There shall be kept at the principal office of DignityMoves correct and complete books of account and business records in which all transactions respecting the Development Work shall be entered. Such accounts and records shall be kept by DignityMoves on an accrual basis and in all respects in a manner consistent with commercially reasonable accounting principles and practices consistently applied. Unless otherwise directed by City, the books shall be kept on the basis of a calendar year. DignityMoves shall preserve all such records and upon the expiration or earlier termination of this Agreement, shall deliver all such records to City. Such books shall be open at all reasonable times for inspection or copying by City and its agents, employees, members and representatives. The books shall be audited as directed by City.

ARTICLE 6 **INSURANCE**

6.1 Insurance General. At all times during the Term, DignityMoves shall comply with the following insurance requirements:

6.1.1.1 Except as otherwise approved by City, all insurance described under this Article to be carried by DignityMoves will be maintained by DignityMoves with insurance carriers having a general policyholders' rating of not less than an "A-" and financial rating of not less than "VI" in the most current Best's Key Rating Guide. DignityMoves may provide the insurance described in this Article, in whole or in part, through a policy or policies covering other liabilities and projects of DignityMoves provided that DignityMoves obtains a "per project, per location" endorsement.

6.1.1.2 Premiums for all policies of insurance required to be maintained by DignityMoves under this Agreement shall be paid by DignityMoves unless otherwise provided in this Agreement or in the Development Budget.

6.2 Evidence of Insurance. As evidence of DignityMoves's specified insurance coverage, City shall accept certificates issued by DignityMoves's insurance carrier acceptable to City showing such policies in force for the specified period. Such evidence shall be delivered to City prior to commencement of Services. DignityMoves shall also allow City to inspect such evidence of insurance as DignityMoves obtains from Contractor, but City shall have no obligation to inspect such evidence of insurance.

6.3 Workers' Compensation Insurance. DignityMoves shall maintain Workers' Compensation Insurance (statutory limit) for all persons whom it employs in carrying out the Services under this Agreement, the cost of which shall be paid by the City to the extent such Workers' Compensation Insurance covers employees housed at the Project or otherwise dedicated to work at the Project other than the corporate officers and employees of the DignityMoves housed at the DignityMoves's corporate offices.

6.4 Commercial General Liability Insurance. DignityMoves shall maintain Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per incident and with a total limit of Two Million Dollars (\$2,000,000.00) with coverage at least as broad as the current ISO forms.

6.5 Automobile Liability Insurance. DignityMoves shall maintain owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by DignityMoves in connection with this Agreement, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00).

6.6 Umbrella/Excess Coverage. DignityMoves shall maintain umbrella/excess liability coverage on an "occurrence" basis, with a combined single limit for bodily injury and property damage of Five Million Dollars (\$5,000,000.00) covering general liability and automobile liability.

6.7 Additional Insured. City shall be named as an additional insured in all policies of insurance required by DignityMoves. To the extent available with respect to insurance required to be obtained by Third Parties pursuant to the provisions of Third Party Contracts, DignityMoves shall use reasonable efforts to have Third Parties include City and DignityMoves as an additional insureds under such coverage.

6.8 Project Property Insurance. City shall maintain an "all risk" (excluding earthquake and flood) builder's risk policy covering loss or damage to the Project in the amount of the full replacement cost thereof and covering the interest of City therein. Such policy shall cover the interest of City and DignityMoves.

6.9 City's Insurance. City may elect to maintain an OCIP Insurance Policy with respect to the Project in such form and amount and with such limits as is reasonably agreed by

DignityMoves and City and an employee liability policy (EPL), which covers all City employees working at the Project.

6.10 Failure to Maintain Insurance. DignityMoves agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at DignityMoves' expense.

ARTICLE 7 **COMPENSATION OF DEVELOPMENT MANAGER**

DignityMoves is a non-profit entity and intends to perform the services contemplated for a fee equal to \$500,000 (the "**Development Management Fee**"), plus reimbursement of its incurred expenses and costs in the amounts indicated for such purposes on the Development Budget.

In no event shall the Development Management Fee be used as contingency or to cover cost overruns. DignityMoves acknowledges and agrees that its ability to receive such reimbursements may be limited or reduced in the event of changes to the Development Budget.

ARTICLE 8 **FUNDING FOR PROJECT**

8.1 Costs to be Paid With Funding. Project Costs, which are to be sourced by the Funding and such additional funding sources as the Parties may identify and secure as described above, shall include the following general categories to the extent incurred by DignityMoves in accordance with the Development Budget:

8.1.1 All costs for architectural, legal, accounting, engineering and other consultant services and for soils, geological, and any environmental studies;

8.1.2 All construction costs, including labor and material costs and equipment rental and repair, and the costs to maintain the Property as provided in this Agreement;

8.1.3 All Governmental licenses and fees relating to the Project, costs to process, obtain and maintain the Entitlements, all real and personal property taxes imposed against the Property and Project and all bonds or deposits required in connection with the development of the Project;

8.1.4 The premiums on any insurance required to be carried by City or DignityMoves pursuant to this Agreement to the extent properly allocable to the Project (but excluding workers' compensation insurance); and

8.1.5 All other costs incurred in connection with the Development Work.

ARTICLE 9 **REPRESENTATIONS AND WARRANTIES**

9.1 Representations and Warranties of DignityMoves. DignityMoves hereby represents and warrants to City as follows:

9.1.1 Formation; Qualification. DignityMoves is a nonprofit limited liability company, duly formed, validly existing and in good standing under the laws of the State of California.

9.1.2 Authorization; Binding Agreement. DignityMoves has taken all action required to allow DignityMoves to enter into this Agreement. This Agreement constitutes a legal, valid and binding obligation of DignityMoves (subject to creditors' rights and any applicable bankruptcy laws), and neither its execution nor performance violates the requirements of any other agreement to which DignityMoves is a party or is otherwise bound.

9.1.3 Resources. DignityMoves has and shall maintain at all times during the Term sufficient facilities, expertise, staff, assets and other resources to perform its duties under this Agreement.

9.2 Representations and Warranties of City. City hereby represents and warrants to DignityMoves as follows:

9.2.1 Formation; Qualification. City is a municipal entity, duly formed and validly existing under the laws of the State of California.

9.2.2 Authorization; Binding Agreement. City has taken all action required to allow City to enter into this Agreement, and this Agreement constitutes a legal, valid and binding obligation of City (subject to creditors' rights and any applicable bankruptcy laws).

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

10.1 Remedies Cumulative. No remedy herein reserved is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in this Agreement or as now or hereafter existing or at law, equity or by statute.

10.2 Nonwaiver. The failure of either party to notify the other of any default under this Agreement shall not be deemed to be a waiver of any continuing default of any term, covenant or condition set forth in this Agreement, nor of such party's right to declare a default for any such continuing breach, and the failure of either party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement, or to exercise any option in this Agreement in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect.

10.3 Termination.

10.3.1 City Termination. The City may terminate this Agreement for cause with fifteen (15) calendar days written notice due to a material breach of this Agreement, if after notice and a reasonable opportunity to cure, DignityMoves fails to cure said breach. Prior to doing so, the City agrees to attempt to meet with DignityMoves to discuss the breach and potential resolution.

10.3.2 DignityMoves Termination. DignityMoves may terminate this Agreement for cause with fifteen (15) calendar days written notice due to a material breach of this Agreement, if after notice and a reasonable opportunity to cure, the City fails to cure said breach. Prior to doing so, DignityMoves agrees to attempt to meet with the City to discuss the breach and potential resolution

10.3.3 Compensation Following Termination. Upon termination, DignityMoves shall be paid based on the work satisfactorily performed at the time of termination. In no event shall DignityMoves be entitled to receive more than the amount that would be paid for the full performance of the services required by this Agreement.

10.4 Successors and Assigns. Neither party may assign this Agreement in whole or in part, or any interest herein, without the other party's prior written consent, which may be withheld in such party's sole and absolute discretion. Any assignment without such consent shall be void and of no effect. DignityMoves shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement, or any of DignityMoves' rights or obligations herein or hereunder, or license the Property, Premises, Improvements, or any part thereof, or any right or privilege appurtenant thereto, without City's prior written consent in each instance. Consent by City to any one such assignment, transfer, license or sublease shall not be deemed to constitute consent to any subsequent assignment, transfer, license or sublease. Any assignment, transfer, license or sublease made contrary to this Section 10.4 shall be null and void at the election of City, in City's sole discretion. The rights and obligations of the parties hereunder shall, subject to the limitations on assignment contained in this Section, be binding upon, and inure to the benefit of, the successors and assigns of City and DignityMoves.

10.5 Written Notice. For purposes of this Agreement, notices will be deemed to have been given upon personal delivery thereof, three (3) Business Days after having been deposited in the United States mail, postage prepaid and properly addressed, one (1) Business Day after having been sent by Federal Express or other similar overnight delivery service or upon confirmation if sent by facsimile. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one set forth below.

City: The City of Ojai
401 S. Ventura Street
Ojai, CA 93023
Attn: Ben Harvey, City Manager
Tel: (805) 646-5581 ext.102
Email: ben.harvey@ojai.ca.gov

DignityMoves: DignityMoves
2406 Bush Street

San Francisco, CA 94115
Attn: Elizabeth Funk, Chief Executive Officer,
Joanne Price, Co-Founder & Chief Real Estate
Officer
Tel: (415) 867-7397
Email: elizabeth@dignitymoves.org;
joanne@dignitymoves.org

10.6 Severability. Should any one or more provisions set forth in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein provided that the deletion of such provision does not materially alter this Agreement.

10.7 No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed or construed to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

10.8 Exhibits and Headings; Construction. The Exhibits attached or to be attached hereto shall be construed with and as integral parts of this Agreement to the same extent as if the same had been set forth verbatim herein. The titles and headings of articles and sections of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. As used herein: (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (ii) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific Section or paragraph; (iii) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" and (iv) "shall," "will" and "must" are mandatory and "may" is permissive.

10.9 Oral Agreements. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by an express waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

10.11 Governing Law. This Agreement shall be governed by the internal laws of the State of California without regard to choice of law rules.

10.12 Merger. All prior understandings and agreements between the parties respecting this relationship, are merged into this Agreement, which Agreement fully and completely expresses the agreement of the parties, and there are no representations, warranties or agreements except as specifically and expressly set forth herein and in the Exhibits annexed hereto.

10.13 Time. Time is of the essence of this Agreement and each provision hereof of which time is an element.

10.14 Parties' Relationship. No provisions of this Agreement shall be intended to create an agency, partnership or joint venture or other similar relationship between City and DignityMoves with respect to the Project, and neither party shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement. Neither this Agreement nor any communication or other action between the parties relating to the Project, is intended or shall be construed to create a joint venture, partnership or other similar relationship between DignityMoves and City.

10.15 Indemnity. DignityMoves, and its Contractors and Subcontractors, shall defend (with counsel reasonably approved by the City), indemnify and hold harmless the City and its officers, officials, agents, representatives, volunteers, and employees from and against any and all Claims, demands, damages, costs, expenses (including reasonable attorney's fees and costs), judgments and liabilities relating to, arising out of, in connection with, or incidental to this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly, including, but not limited to, the acts, errors or omissions of DignityMoves, its employees, agents, volunteers, contractors or invitees, including any failure of DignityMoves, its Contractors, or Substractors to comply with prevailing wage requirements, except to the extent arising out of a California Environmental Quality Act (CEQA) challenge, or where such indemnification is prohibited by law; provided, however, that Claims indemnified pursuant to the foregoing shall not include claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the sole negligence or willful misconduct of the City, its employees, agents, volunteers, contractors or invitees. This Section 10.15 shall survive expiration or termination of this Agreement until actions against any person to be indemnified hereunder on account of any matter covered by this indemnity are barred by applicable statutes of limitations.

10.16 Advice of Counsel. Each party represents and warrants that it has received the advice of independent counsel of its own choosing with respect to the meaning and effect of this Agreement. No provision of this Agreement shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision.

10.17 Venue. The venue for any litigation shall be Ventura County, California and DignityMoves hereby consents to jurisdiction in Ventura County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

10.18 Assumption of Jensen Design and Surveying, Inc. Agreement. DignityMoves shall assume the City's contracts and management thereof of with Jensen Design and Surveying, Inc. for a conceptual grading plan and base map for the Project site.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date set forth above.

CITY:

THE CITY OF OJAI, a California municipality

By: 

Ben Harvey, City Manager

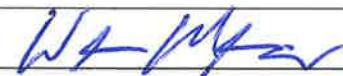
DIGNITYMOVES:

DIGNITYMOVES,
a California nonprofit corporation

By: 

Elizabeth Funk, CEO

Attest:

By: 

Weston Montgomery, Chief Deputy City Clerk

Date: 5-27-25

Approved as to form

By: 

Matthew T. Summers, City Attorney

Date: 5/27/25

**FAITHFUL PERFORMANCE BOND
CABIN VILLAGE PROJECT
City of Ojai**

KNOW ALL PERSONS BY THESE PRESENTS That _____ hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF OJAI, CALIFORNIA, hereinafter referred to as the "CITY" in the sum of \$XX; which is one hundred percent (100%) of the total contract amount for the above stated project, as agreed upon in the contract between DignityMoves and the CITY regarding the same ("Contract"); lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR through DignityMoves, a California nonprofit corporation, has been awarded and is about to enter into a Contract with DignityMoves to perform all work required by the CITY pursuant to the contract documents for the project entitled: CABIN VILLAGE PROJECT, CONTRACT which Contract is by this reference incorporated herein, and is required by CITY to give this Bond in connection with the execution of the Contract between DignityMoves and the CITY;

NOW, THEREFORE, if CONTRACTOR and their Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on their part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by CITY and judgment is recovered, said Surety shall pay all costs incurred by CITY in such suit, including a reasonable attorney's fee to be fixed by the Court.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20___.

CONTRACTOR:

Signer's Name, Title _____

Business Name _____

Mailing Street Address _____

City, State, Zip Code _____

Telephone # _____

SURETY:

Signer's Name, Title _____

Business Name _____

Mailing Street Address _____

City, State, Zip Code _____

Telephone # _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached. Signatures must be notarized.

(EXECUTE IN DUPLICATE)

PAYMENT BOND
Cabin Village Project
In the City of Ojai, CA

WHEREAS, the City of Ojai, as AGENCY and [name], as CONTRACTOR, a contract for the above-stated project on behalf of DIGNITYMOVES;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract between AGENCY AND DIGNITYMOVES, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **\$XXXX** which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration, or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2025.

CONTRACTOR: *Signer's Name, Title _____
Business Name _____
Mailing Street Address _____
City, State, Zip Code _____
Telephone # _____

Surety: * Signer's Name, Title _____
Business Name _____
Mailing Street Address _____
City, State, Zip Code _____
Telephone # _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached. Signatures must be notarized.

(EXECUTE IN DUPLICATE)

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or 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.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received 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 councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

Order No.: 2424516
Escrow No.: 2424516

The land referred to herein is situated in the State of California, County of Ventura, City of Ojai and described as follows:

A part of an Unnumbered Block, in the City of Ojai, County of Ventura, State of California, lying adjoining and immediately South of Santa Ana Street, as said street is designated and delineated upon that certain Map entitled "Map of the Town of Nordhoff, located in the Ojai Valley, Ventura County, Cal.", recorded in Book 1, Page 225 of Miscellaneous Records, in the Office of the County Recorder of said County, said real property particularly described as follows:

Beginning at a 1 1/4th inch iron pipe, 24" long set at the Southeast corner of said Unnumbered Block, from which a nail in a blaze on a sycamore tree 24" in diameter bears Northwesterly 4.67 feet distant, a nail in a blaze on a sycamore tree 12" in diameter bears Southwesterly 37.40 feet distant, and a rock mound between two live oak trees at the extreme Westerly corner of that certain Parcel of land as conveyed by David P. Barrows, et al., to Ojai Olive Company, by deed dated October 31, 1903, recorded in [Book 97, Page 325](#) et seq. of Deeds, in the Office of the County Recorder of said County, bears South 76° 24' East 48.84 feet distant: said point of beginning being the Southwest corner of the 5th parcel of land as described in deed by Frank P. Barrows to Ojai Hardware Company, dated April 8, 1913, recorded in [Book 137, Page 355](#) et seq. of Deeds, in the Office of the County Recorder of said County; thence from said point of beginning,

1st: North 502.05 feet along the West line of said lands of Ojai Hardware Company to the Southeast corner of that certain Parcel of land as conveyed by Andrew A. VanCuren and Gussie VanCuren; and Lotta Deline to Charlotte May Deline, by deed dated April 3, 1915, recorded in [Book 146, Page 175](#) et seq. of Deeds, in the Office of the County Recorder of said County, from which the Southeast corner of that certain parcel of land as conveyed by Cora L. Detrow et al., to C. H. Gardener, et al., by deed dated September 29, 1914, recorded in [Book 144, Page 280](#) et seq. of Deeds, in the Office of the County Recorder of said County, bears North 129.05 feet, distant and an old stake set at the point of intersection of the South line of Santa Ana Street and the East line of Signal Street at the Northeast corner of said Unnumbered Block of said Town of Nordhoff bears North 438.65 feet distant: thence,

2nd: South 84° 15' West 200.81 feet to a point in the East line of the Southerly prolongation of Ventura Street (sometimes known as and called "Creek Road") at the Southwest corner of said lands of Charlotte May Deline, from which a fence post set at the Southwest corner of the above described lands as conveyed to C. H. Gardener, et al., by Deed dated September 29, 1914, bears North 3° 57' West 128.46 feet distant; thence,

3rd: South 3° 57' East 442.14 feet along the East line of said Southerly prolongation of Ventura Street to a 3/4 inch iron pipe from which a 1 1/4 inch iron pipe set at the Southeast corner of that certain Parcel of land as conveyed by Louis Eastman to Virginia Lopez, by Deed dated November 8, 1895, recorded in [Book 46, Page 286](#) et seq. of Deeds, in the Office of the County Recorder of said County, bears North 76° 24' West 52.40 feet distant, and a stake set at an angle in the East line of said Southerly prolongation of Ventura Street bears South 3° 57' East 2.75 feet distant; thence,

4th: South 76° 24' East 174.30 feet to the point of beginning.

Except that portion thereof conveyed to Bird Benton Barnes and Elva M. Barnes, in the Deed recorded June 9, 1945, [Book 714, Page 402](#) of Official Records.

EXHIBIT B

SITE PLAN

Ojai Permanent Supportive Housing

Public Works Yard, Montgomery St, Ojai California

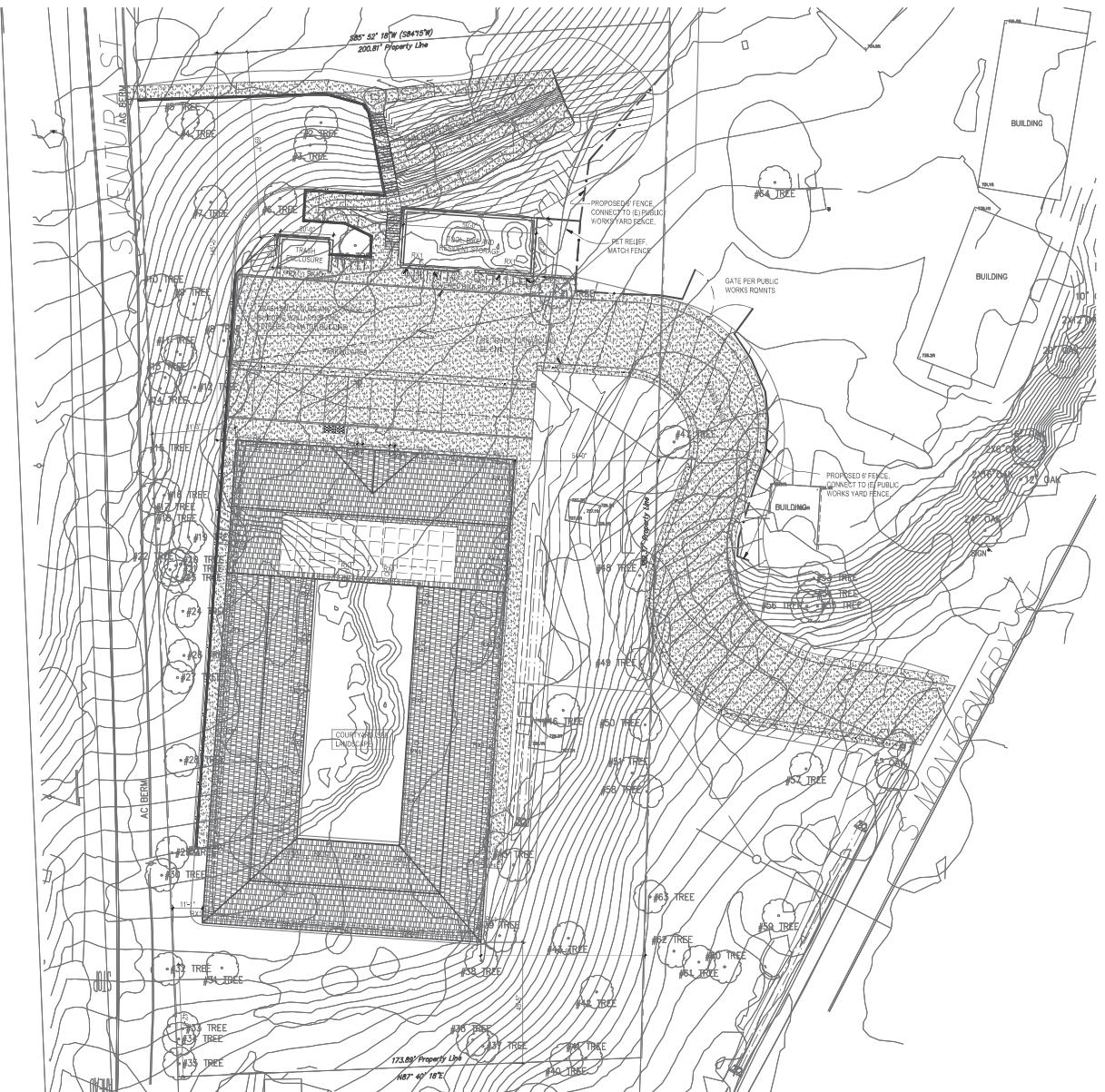
Drawn By: DJ
Checked By: _____
Job No: 2407
Revisions: _____
No. _____ Date _____ By _____

NOT FOR CONSTRUCTION
14 March 2025

Design
Review

Architectural Site Plan

A1.1



EXTERIOR BUILDING LIGHTING SCHEDULE												
Tag	Description	Fixture	Fixture Mfr	Model	Lamp	Lumens	Watts	Volts	CRI	Color Temp	Finish	Mounting Info
RX1	SOFFIT LIGHT	WAC	LOTOS 5"	LED	740	9	LINE	90	3000K	BLACK	18" FROM WALL	
W1	ENTRY SCONCE	SAVOY HANCOCK 23	LED BULB	450	5	LINE	90	2700K	BRONZE	90° FROM TOP OF HOUSE		



W1: ENTRY SCONCE

RX1: SOFFIT LIGHTS

EXHIBIT C

ERF GRANT

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-ERF-3-R-100005	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

City of Ojai

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

4/15/2029

3. The maximum amount of this Agreement is:

\$12,667,461.04 (Twelve Million Six Hundred Sixty-Seven Thousand Four Hundred Sixty-One Dollars and Four Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions	GTC 04/2017
Exhibit D	ERF General Terms and Conditions	11
Exhibit E	Special Terms and Conditions	2
	TOTAL NUMBER OF PAGES ATTACHED	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Ojai

CONTRACTOR BUSINESS ADDRESS 401 S. Ventura Street	CITY Ojai	STATE CA	ZIP 93023
PRINTED NAME OF PERSON SIGNING <i>Carl Alameda</i>	TITLE <i>Assistant City Manager</i>		
CONTRACTOR AUTHORIZED SIGNATURE <i>Carl Alameda</i>	DATE SIGNED <i>9-25-2024</i>		

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-ERF-3-R-100005	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

STATE OF CALIFORNIA**CONTRACTING AGENCY NAME**

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

PRINTED NAME OF PERSON SIGNING

CITY

Sacramento

STATE

CA

ZIP

95811

CONTRACTING AGENCY AUTHORIZED SIGNATURE

TITLE

Contract Services Section Manager

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

The State of California has established the Encampment Resolution Funding Program (“ERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. ERF was amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Department of Housing and Community Development (“HCD”) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been three rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 3 of the ERF Program (“ERF-3-R”). For this Standard Agreement, ERF-3-R is synonymous with “ERF” or “Program” and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by HCD and a Continuum of Care or a Local Jurisdiction (“Grantee”) under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the [Notice of Funding Availability](#) (“NOFA”) dated November 27, 2023, under which the Grantee applied, the representations contained in the Grantee’s application, HCD guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

As stated in the NOFA, the Program’s objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Program Name: Encampment Resolution Funding Program “ERF”
NOFA Date: November 27, 2023
Approved Date: 08-14-2024
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EXHIBIT A

3. Definitions

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code section 50250, Subdivisions (a) – (m);

- A. “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.
- B. “Agency” means the Business, Consumer Services, and Housing Agency.
- C. “Applicant” means a continuum of care or local jurisdiction.
- D. “Continuum of Care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- E. “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- F. “County” includes, but is not limited to, a city and county.
- G. “Department” means the California Department of Housing and Community Development.
- H. “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.
- I. “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- J. “Local Jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- K. “Program” means the Encampment Resolution Funding program established pursuant to this chapter.
- L. “Recipient” means an applicant that receives grant funds from HCD for the purposes of the program.
- M. “State right-of-way” means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

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“Grantee” is “a Continuum of Care or a Local Jurisdiction that receives grant funds from HCD for the purposes of the program. Grantee is synonymous with “Recipient.”

“Subrecipients” or “Subgrantees” are entities that receive subawards from “Recipients” or “Grantees” to carry out part of the Program.

“Expended” means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must expend and obligate the funds by the statutory deadlines set forth in this Exhibit A.

4. **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program’s intended objectives.

As detailed in [Exhibit A.2](#), the Program’s objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.

Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee’s application, HCD guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Payment Provisions.

Grantees are expected to be close partners with HCD. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4, Reporting, Evaluation, and Audits](#).

Fiscal deadlines are detailed below in [Exhibit A.6, Effective Date, Term of Agreement, and Deadlines](#).

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Grantees shall complete a Final Work Product (as detailed below in [Exhibit A.6.D](#)) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, HCD will make Technical Assistance available.

HCD maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.

5. **HCD Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grant Program Design Section Chief or the Grant Program Design Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the HCD Contract Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, HCD shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to HCD and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing and Community Development	City of Ojai
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon Street, Suite 400 Sacramento, CA, 95811	401 S. Ventura Street, Assistant City Manager's Office, Ojai, CA, 93023
CONTRACT COORDINATOR	Jeannie McKendry	Carl Alameda
PHONE NUMBER:	(916) 490-9589	(805) 646-5581
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov Jeannie.McKendry@hcd.ca.gov	Carl.Alameda@ojai.ca.gov

EXHIBIT A

The Department reserves the right to change their HCD Contract Coordinator, designee, contract administering entity, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the HCD grant's general email box at HPDHomelessnessGrants@hcd.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to the HCD Contract Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment.

6. **Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon execution by HCD, which includes signature from the Grantee and HCD. This is indicated by the HCD provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- B. Performance shall start no later than 30 days, or on the express date set by HCD and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, HCD, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- C. Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- D. This Agreement will terminate on April 15, 2029.

Grantees shall submit a Final Work Product by April 1, 2028. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by HCD.

HCD will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by April 15, 2029.

Grantees are expected to continue performing until April 15, 2029. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

E. Expenditure and Obligation Deadlines:

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- 1) Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2025.
- 2) Grantees that have not obligated 100 percent of their Program funds by June 30, 2025, shall submit an alternative disbursement plan to HCD for approval no later than July 30, 2025. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.
- 3) Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by HCD.
- 4) All Program funds (100 percent) shall be expended by June 30, 2027. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

Program Name: Encampment Resolution Funding Program “ERF”
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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payee

Name: City of Ojai Amount: \$12,667,461.04

2. General Conditions Prior to Disbursement

All Grantees must submit the following completed forms prior to ERF being released:

- A. Request for Funds Form ("RFF")
- B. STD 213 Standard Agreement form and Exhibits A, B, D and E
- C. STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3. Disbursement of Funds

ERF will be disbursed to the Grantee in one allocation upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.

The RFF must include the proposed eligible uses and the amount of funds proposed to be expended.

4. Budget Details and Expenditure of Funds

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted, approved budget. HCD reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted budgets.

A. Budget Changes

1) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. HCD may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Program Name: Encampment Resolution Funding Program "ERF"

NOFA Date: November 27, 2023

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EXHIBIT B

HCD reserves the right to amend or adjust this process as necessary.

2) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by HCD so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by HCD's Grant Program Design Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grants Program Design Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from HCD as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6, Breach and Remedies](#).

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change shall be submitted to HCD for prior approval.

B. **Eligible Uses**

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2, Purpose](#).

Eligible uses and activities include, but are not limited to, the following:

Rapid Rehousing: Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

Operating Subsidies: Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

EXHIBIT B

Street Outreach: Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.

Services Coordination: Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support: Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

Delivery of Permanent Housing: Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

Prevention and Shelter Diversion: Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

Interim Sheltering: Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

Improvements to Existing Emergency Shelters: Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

5. Ineligible Costs

Program Name: Encampment Resolution Funding Program “ERF”

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Prep. Date: 08-14-2024

EXHIBIT B

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2, Purpose](#).

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD at an amount and timeframe determined by HCD.

An expenditure which is not authorized by this Agreement, or by written approval of HCD, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to HCD by the Grantee at an amount and timeframe determined by HCD.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution.

Unless expressly approved by HCD in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

EXHIBIT D

ERF GENERAL TERMS AND CONDITIONS

1. Termination and Sufficiency of Funds

A. Termination of Agreement

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, violation of any federal or state laws; or withdrawal of HCD's expenditure authority as described in [Exhibit D](#), [Breach and Remedies](#). Violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within 30 days of HCD's specified date of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D.12, Special Conditions – Grantees/Subgrantee](#) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee submitted a standardized budget to HCD as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application, or any approved modification or addition thereto is untrue, incorrect,

Program Name: Encampment Resolution Funding Program "ERF"

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EXHIBIT D

incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting, Evaluation, and Audits

A. **Reporting Requirements**

1) Timing and Format of Reports.

Grantee is required to provide HCD or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by HCD at least 90 days prior to the first reporting deadline. HCD may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

2) Required Data

Grantees will be required to provide, at minimum:

- Outreach and service path data at the anonymized, individual level.
- Current housing status of persons served in the aggregate.
- Status of funding as presented in the HCD approved, standardized budget.
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use HCD supplied funding codes.

HCD's discretion in identifying which information shall be included in these reports is final. Grantees shall also report information in the form and manner required by HCD. Failure to comply will be considered a breach.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

EXHIBIT D

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to HCD, in addition to any data reported through local Homeless Management Information System, as required by HCD for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB 977, located at Welfare and Institutions Code section 8256(d).

3) HCD usage of Reports

Pursuant to HSC Section 50254(b)(4), HCD may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

4) Failure to Report

If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. **Evaluation**

- 1) At HCD's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, HCD will contract a third party to complete the evaluation.
- 2) Grantees are expected to be close partners with HCD for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of successes or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with HCD, or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by HCD or its designee.
- 3) For the purpose of evaluation, HCD or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice.

EXHIBIT D

- 4) Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- 5) Grantees shall notify HCD and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- 6) All terms and conditions that apply to reporting similarly apply to evaluation.

C. **Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.
- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90 days from the date of the audit finding report.

5. **Inspection and Retention of Records**

A. **Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested within 30 days of a written request.

EXHIBIT D

The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, HCD guidance or directives, and this Agreement.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Public Records Act

The grantees' final ERF-3-R application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

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- 1) Conduct program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
- 2) Bar the Grantee from applying for future ERF funds.
- 3) Revoke any other existing ERF award(s) to the Grantee.
- 4) Require the return of any unexpended ERF funds disbursed under this Agreement.
- 5) Require repayment of ERF funds disbursed and expended under this Agreement.
- 6) Require the immediate return to HCD of all funds derived from the use of ERF.
- 7) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law.

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Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

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D. Representatives of a County: A representative of a County serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the County.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

A. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) Grantee's policy of maintaining a drug-free workplace.
- 3) Any available counseling, rehabilitation, and employee assistance program.
- 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

B. Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

- 1) Will receive a copy of Grantee's drug-free policy statement, and
- 2) Will agree to abide by terms of Grantee's condition of employment or

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subcontract.

11. **Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - 3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

EXHIBIT D

- 4) Agree to include and enforce all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCD upon request.

14. Inspections

- A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- B. HCD reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

EXHIBIT D

- B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

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EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest bearing accounts.
2. Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate ERF-specific funding sources and project codes in HMIS).
3. Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System, in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act. For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council or HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
4. Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD. Grantee will report to HCD on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.
5. Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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6. HCD maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Per HSC Section 50252.1(d), HCD has authority to:
 - A. Monitor grantee performance.
 - B. Require a grantee not meeting goals to accept technical assistance from the Department.
 - C. Limit the allowable uses of program funds for a grantee that is not meeting goals.
7. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.
8. **Non-Bond Funded**

The Department represents that the intent of [Exhibit D.1.B, Sufficiency of Funds](#) is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in the Encampment Resolution Funding Program, Round 3 Notice of Funding Application dated November 27, 2023, for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D.1.B, Sufficiency of Funds](#) once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

EXHIBIT D
DEVELOPMENT BUDGET

To be provided by August 30, 2025

EXHIBIT E

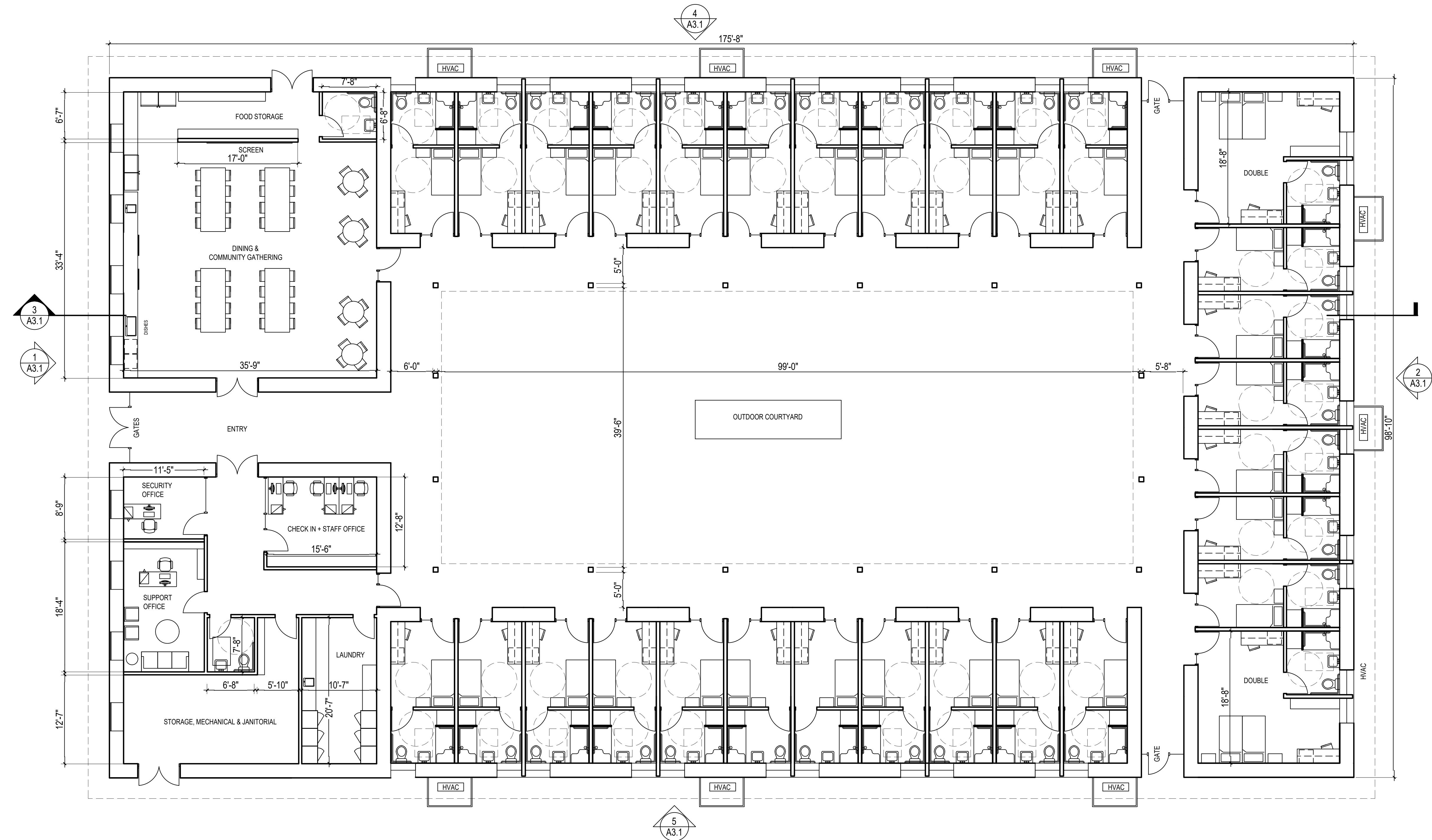
DEVELOPMENT SCHEDULE

To be provided by August 30, 2025

EXHIBIT F
Floor Plan

Ojai Permanent Supportive Housing

Public Works Yard, Montgomery St, Ojai California



DRAWINGS ARE PRELIMINARY, NOT FOR CONSTRUCTION
 AND SUBJECT TO CHANGE AS THE DESIGN IS DEVELOPED
 FOR PERMIT AND CONSTRUCTION.

FLOOR PLAN
 1
 A2.1
 1/8" = 1'-0"

Drawn By: DJ
 Checked By: _____
 Job No. 2407
 Revisions:
 No. Date By

NOT FOR CONSTRUCTION
 16 MAY 2025
 DMA EXHIBIT

 Floor
 Plan

A2.1

EXHIBIT G
Project Design

Ojai Permanent Supportive Housing

Public Works Yard, Montgomery St, Ojai California



SOUTH ELEVATION
 2
 A3.1
 $1/8'' = 1'-0''$



NORTH ELEVATION
 1
 A3.1
 $1/8'' = 1'-0''$

UPPER RIDGE
 16'-2"
 LOWER RIDGE
 14'-2"
 TYP WINDOW & DOOR HEAD
 7'-0" U.N.O.
 TOP OF SLAB
 0'-0" REF SURVEY DATUM xxxx



SECTION LOOKING EAST
 3
 A3.1
 $1/8'' = 1'-0''$

UPPER RIDGE
 16'-2"
 LOWER RIDGE
 14'-2"
 TYP WINDOW & DOOR HEAD
 7'-0" U.N.O.
 TOP OF SLAB
 0'-0" REF SURVEY DATUM xxxx



EAST ELEVATION
 4
 A3.1
 $1/8'' = 1'-0''$

UPPER RIDGE
 16'-2"
 LOWER RIDGE
 14'-2"
 TYP WINDOW & DOOR HEAD
 7'-0" U.N.O.
 TOP OF SLAB
 0'-0" REF SURVEY DATUM xxxx



WEST ELEVATION
 5
 A3.1
 $1/8'' = 1'-0''$

UPPER RIDGE
 16'-2"
 LOWER RIDGE
 14'-2"
 TYP WINDOW & DOOR HEAD
 7'-0" U.N.O.
 TOP OF SLAB
 0'-0" REF SURVEY DATUM xxxx

 Drawn By: DJ
 Checked By: _____
 Job No. 2407

 Revisions:
 No. Date By

NOT FOR CONSTRUCTION

16 MAY 2025

DMA EXHIBIT

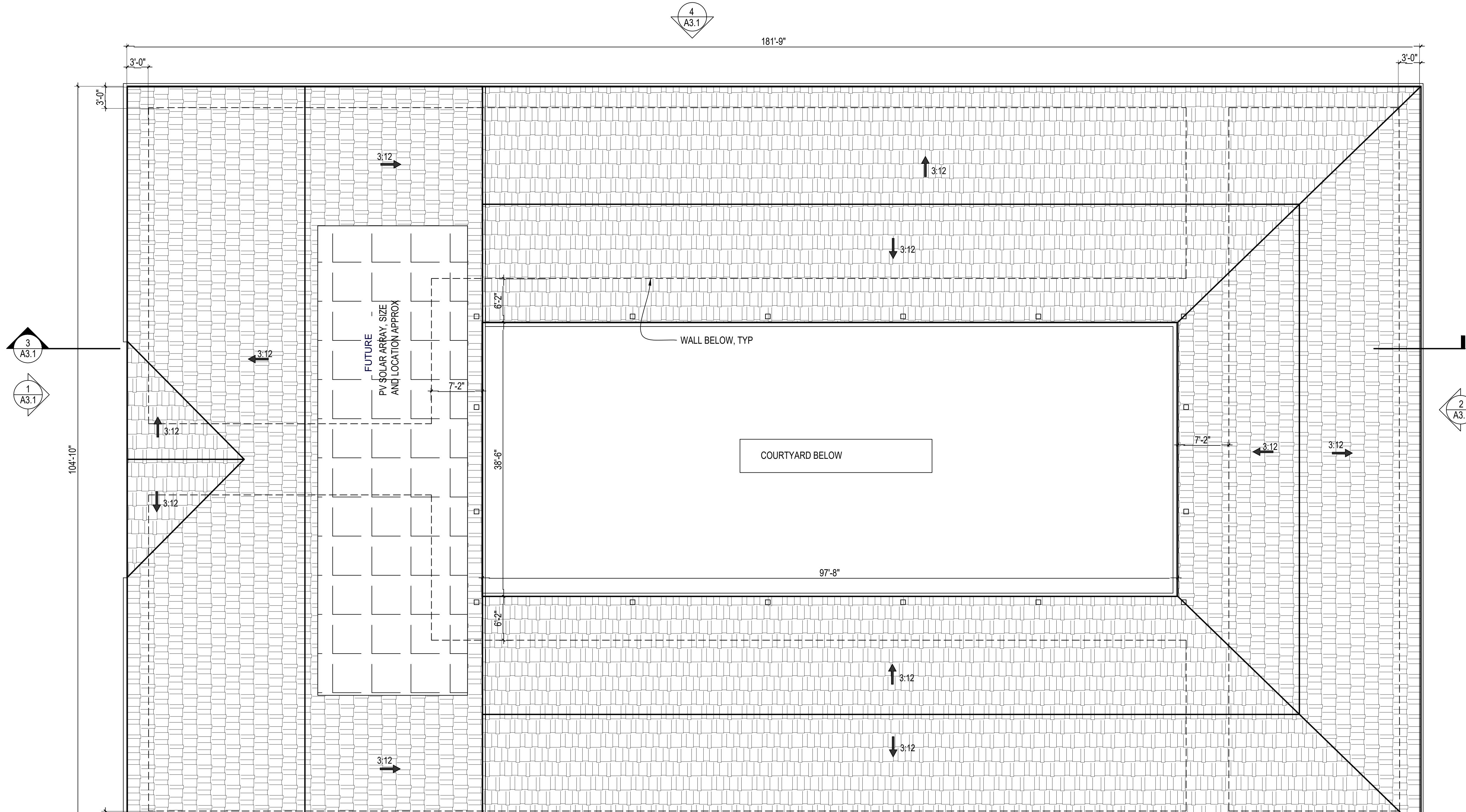
DRAWINGS ARE PRELIMINARY, NOT FOR CONSTRUCTION
 AND SUBJECT TO CHANGE AS THE DESIGN IS DEVELOPED
 FOR PERMIT AND CONSTRUCTION.

 Exterior
 Elevations

A3.1

Ojai Permanent Supportive Housing

Public Works Yard, Montgomery St, Ojai California



DRAWINGS ARE PRELIMINARY, NOT FOR CONSTRUCTION
AND SUBJECT TO CHANGE AS THE DESIGN IS DEVELOPED
FOR PERMIT AND CONSTRUCTION.

Roof Plan

A2.2

ROOF PLAN

A2.2

CITY COUNCIL RESOLUTION

EXHIBIT 3

CEQA DETERMINATION

CEQA DETERMINATION

The City Council has determined that the proposed permanent supportive housing facility at 408 South Signal Street (APN: 023-0-120-020) [hereinafter referred to as “the Project Site”] is Categorically Exempt from the California Environmental Quality Act (“CEQA”) pursuant to 14 California Code of Regulations Section 15332 (Class 32) for in-fill development and the statutory exemption for certain affordable housing projects set forth in Public Resources Code, section 21159.23 which is also codified at 14 CCR 15194. In addition, the proposed Development Management Agreement between the City and Dignity Moves is statutorily exempt from CEQA pursuant to Public Resources Code, section 21080.10. The following provides analysis and substantial evidence to support each of these exemption determinations.

1. The Project Is Categorically Exempt from CEQA Pursuant to 14 CCR 15332

1.1 Analysis of Requirements for Use of the Class 32 Categorical Exemption

The following sets forth the five requirements for use of this exemption and analysis as to how the Project complies with each.

Requirement 1: *The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

The General Plan Land Use Designation for the Proposed Project Site is P or “Public” which allows for various public and quasi-public uses. The Cabin Village Project is a public use as it will be owned by the City and will provide various residential services and other services to persons experiencing homelessness. The City will operate the Cabin Village through contracts with service providers. It should be noted that such service contracts entered into by the City are statutorily exempt from CEQA pursuant to Public Resources Code, section 21080.10(c).

In addition, the use of this site for the Cabin Village Project is consistent with numerous General Plan Goals and Policies including General Plan Goals, and Policies, including Goal’s 1, 2, 3, 4, 5 and Policies H-5, H-7, H-9. A city’s determination that a project is consistent with its General Plan is presumed to be correct so long as it is supported with findings and evidence. *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal. App. 4th 704, 717–18. As such, the Project is consistent with the P Land Use Designation and applicable General Plan Goals and Policies. (See (Exhibit 1 of the Resolution which provides additional analysis supporting the Project’s consistency with the General Plan.)

The Project is also consistent with the applicable PL zoning designation and will be designed to comply with all applicable development standards in the PL zone. As set forth in Exhibit 1 to Attachment A entitled “Similar Uses Allowed Determination”, the Cabin Village will provide permanent supportive housing.

Health & Safety Code, section 50675.2(h) defines “Supportive housing” as “housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.” As set forth in Exhibit 1 of the Resolution, “Permanent Supportive Housing” is not an identified allowed use in the P-L zone. However, Ojai Municipal Code, section 10-2.303 permits the Community Development Director to

determine a proposed use, such as “permanent supportive housing” is similar to a particular zone district’s identified allowed uses and therefore permitted in that zone.

Exhibit 1 to Attachment A provides detailed analysis supporting the determination that “permanent supportive housing” is similar to the uses permitted in the P-L zone and therefore allowed in the P-L Zone. As part of this analysis staff identified five other sites zoned PL that contain residential uses. This indicates the City has historically interpreted its zoning code to allow various residential uses in the PL zone. A City’s long held interpretation of its own municipal code provisions are given great weight and deference by a court reviewing said interpretation. (*Yamaha Corp. of Am. v. State Bd. of Equalization* (1998) 19 Cal. 4th 1, 12–14.) See Exhibit 1 of the Resolution, which provides a more detailed analysis of “permanent supportive housing” as use similar to other uses permitted in the P-L Zone.

Requirement 2: *The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.*

The Project is proposed to be constructed on 1.74 acres located on the lower section of the City’s Public Works yard. The Project Site is substantially surrounded by the following urban uses: To the east is the Public Works Department’s maintenance facility as well as Lower Libbey Park; To the south and west are single-family residences zoned R-1 (Single-Family Residential, Medium Density); To the north is a vacant parcel zoned R-3 (Multi-Family Residential, High Density) as well as several multifamily complexes directly north. As such, the proposed project complies with this requirement.

Requirement 3: *The project site has no value, as habitat for endangered, rare or threatened species.*

There is no evidence this Project Site has any value as habitat for endangered, rare or threatened species, as it has been used for Public Works storage for many years which has resulted in significant disturbance of the land and removal of vegetation. This issue has been analyzed in the commissioned Biological Resources Assessment. Accordingly, the Project complies with this requirement.

Requirement 4: *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

The City commissioned technical studies to analyze the Project’s potential environmental impacts related to traffic and noise. A Traffic and Circulation Study prepared by Associated Traffic and Engineering (ATE) dated January, 2025 concluded the Project would have a less than significant Vehicle Miles Traveled (“VMT”) impact. Furthermore, there is no evidence the Project would cause any traffic safety impacts as the design of the Project will ensure safe pedestrian, bicycle and vehicular circulation to and from the Project.

Rincon Consultants prepared a Noise Study, dated February 2, 2025, that concluded the construction and operation of the Project would not result in any significant noise impacts. The City utilized the standard CalEEMod air quality modeling program to analyze the potential for the construction and operation of the Project to cause significant air quality impacts. This analysis concluded the construction and operation of the Project would not cause any significant air quality impacts. Finally, because the Project will receive its water from the Lake Casitas Reservoir and will have to comply with all regulations related to stormwater runoff, there is no evidence the Project would result in any significant water quality impacts. As such, the Project complies with this requirement.

Requirement 5: *The site can be adequately served by all required utilities and public services.*

Fire and Police services are readily available to the site. Furthermore, electrical, water and sewer utility infrastructure is located adjacent to the Project site which will allow connections and the utility providers have all stated they have the necessary capacity to provide utility services to the Project.

1.2. Analysis of Exceptions to the Use of a Categorical Exemption Set Forth at 14 CCR 15300.2

The Class 32 may not be used if any of the following exceptions apply to the project. Staff has analyzed each of these exceptions and determined none of them apply to this Project.

Exception 1: *Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.*

No other projects of the same type in the same place are proposed. The Cabin Village Project is uniquely designed to address a specific need to provide supportive housing to persons experiencing homelessness. No other such project is currently proposed for development in the City of Ojai. As such, this exception does not apply to this Project.

Exception 2: *Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.*

This Project does not present any unusual circumstances. This residential use is surrounded by single family residential uses and land zoned for multi-family residential uses. Furthermore, the total approximate square footage for this Project on a 1.75 acre Project Site is consistent with the density of development surrounding the Site.

In addition, there is no evidence in the administrative record that the project will cause a significant effect on the environment. As stated above, the technical studies prepared for the Project determined the Project will not cause any significant impacts related to air quality, noise, traffic, water quality or the provision of public services. Furthermore, the City commissioned a Phase 1 Environmental Assessment for the Project Site which confirmed this site is not on any lists as a site containing hazardous waste or hazardous materials. For the sole purpose of addressing community concerns that the Project Site may be contaminated and require significant remediation, Rincon Consultants prepared a Phase II Environmental Assessment which included the testing of soil samples obtained through borings at six different locations on the Project Site. The borings revealed that generally the soil did not contain hazardous materials or substances that exceeded acceptable levels for residential development. However, at boring site RB-6, lead was found in the soil at levels slightly above acceptable levels for residential development. Accordingly, the City commissioned additional borings and soil tests in the area of RB-6 to assess the area where elevated lead levels are present. The testing of the soil obtained from these 5 additional borings revealed that the elevated lead levels are limited to a discrete area that has been adequately delineated. Because of the location of the lead within the soil it does not present a risk of current exposure to persons and that the soil containing lead can be excavated as part of the customary site preparation process and disposed of at an appropriate facility utilizing standard methods for the handling and disposal of contaminated soil. (See Additional Soil Investigation Report, dated April 30, 2025 p. 3) As such, the Phase II and Supplemental Soil Investigation Report determined the Project Site is suitable, subject to conditions and compliance

with relevant regulations, for this type of Project, outlined in the executive summary and in Attachment C of the Agenda Report. For these reasons, this exception does not apply to this Project.

Exception 3: *Scenic Highways.* *A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.*

This Project is not located within or near a State Scenic Highway so this exception does not apply to this Project.

Exception 4: *Hazardous Waste Sites.* *A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.*

A Phase 1 Environmental Assessment prepared by Rincon Consultants dated October, 2024 determined the Project Site is not include on any list compiled pursuant to Government Code, section 65962.5. Therefore this exception does not apply to the Project.

Exception 5: *Historical Resources.* *A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.*

As stated above, the Project Site has been used as a Public Works storage facility for several years. There are no structures or buildings on the Project Site. Therefore, the Project does not have the potential to cause a substantial adverse change to a historical resource. As such, this exception does not apply to this Project.

In conclusion, the Project satisfies all five requirements of the Class 32 Categorical Exemption and none of the relevant exceptions to this exemption apply to this Project. As such, staff has determined the Project is exempt from CEQA pursuant to the Class 32 Categorical Exemption.

1.3 Response to Comments Received on March 24, 2025 Objecting to the City's Use of the Class 32 Exemption

On March 24, 2025 Mr. James Neuerburg submitted comments to the Mayor, City Council and City Attorney objecting to the proposed determination that the Project is categorically exempt from CEQA pursuant to the Class 32 Exemption. Initially, Mr. Neuerburg claims the City is piecemealing the project because the City allegedly fails to include in the project description the fact that various equipment, materials and a small structure will need to be removed from the Project Site in order to allow for the construction of the Project. Mr. Neuerburg acknowledges that this information was actually disclosed in the Notice published on February 7, 2025 for the Council Meeting at which the Project would be considered. As such, the City has not withheld this information. Furthermore, it is common for development projects that fall within the Class 32 Categorical Exemption to require the removal of existing structures and materials. The Project Site was the subject of both a Phase I and Phase II environmental assessment which involved inspections of the equipment, materials and structures on the Project Site and, but for the identification of subsurface elevated levels of lead in a discrete area, the Project Site was determined to be safe for construction and that the soil containing the lead can be removed and disposed of safely under existing regulations. As such, the City has not failed to analyze potentially significant impacts associated with the clearing of the Project Site for

construction of the Project.

Mr. Neuerburg then asserts that the project presents “unusual circumstances” for several reasons. First, he claims the fact the City commissioned a Phase II environmental assessment establishes unusual circumstances. As stated above, the Phase I Environmental Assessment did not recommend a Phase II Environmental Assessment. The City commissioned the Phase II Environmental Assessment solely for the purpose of addressing community concerns as to whether Project Site is seriously contaminated, which the Phase II and subsequent analysis determined it was not. Accordingly, the Phase II Environmental Assessment does not establish “unusual circumstances.” Second, Mr. Neuerburg asserts that the Project’s location downhill of Public Work’s maintenance facilities creates presents an “unusual circumstance.” However, in urban settings residential and industrial activities coexist and Mr. Neuerburg has failed to explain how the Public Work’s maintenance operations and facilities will result in the Project causing a significant impact. CEQA does not analyze the existing environment’s impact on a project but the project’s impact on the environment. *California Building Industry Assn. v. Bay Area Air Quality Management District* (2015) 62 Cal.4th 369. Mr. Neuerburg has failed to explain how this Project will result in a significant impact on the environment.

Mr. Neuerburg then claims the fact the City commissioned studies and analysis related to traffic, air quality, noise and hazardous waste indicates that further environmental analysis is required. However, that is not the case. These studies were commissioned to determine if the Project met the requirements of the Class 32 exemption, specifically whether the Project would cause significant impacts related to traffic, air quality, noise and water quality. The studies determined the Project would not cause significant impacts with regard to these environmental topics. As such, these studies provide substantial evidence to support the use of the Class 32 exemption.

Mr. Neuerburg states the fact the streets adjacent to the Project do not have sidewalks is an unusual circumstance. However, this is common within Ojai and does not create an unusual circumstance. Furthermore, Mr. Neuerburg’s concerns regarding pedestrian-vehicular conflicts have been addressed by City staff and the consultants.

Finally, Mr. Neuerburg states that use of an exemption for the project precludes public participation in the environmental review process. However, the information and studies upon which the Class 32 exemption is based have been available to the public for several months. As such, there has been adequate opportunity for the public to review and comment on this information and studies both in the form of written comments and in testimony provided at the numerous public workshops and hearings regarding this Project. As such, the City has provided more than adequate opportunity for the Public to comment on the City’s environmental review of this Project.

2. Analysis of the Applicability of the Statutory Exemption Set Forth in Public Resources Code, section 21159.23 and CEQA Guidelines, section 15194.

The Project is exempt under Public Resources Code, section 21159.23 and CEQA Guidelines (California Code of Regulations, Title 14), Section 15194 as it meets all of the requirements for this exemption set forth in Public Resources Code, section 21159.21 and CEQA Guidelines, section 15192:

2.1 The Project is consistent with the City’s General Plan and the P-L Zoning for the Project Site. See Attachment A and Exhibit 1 to Attachment A for a thorough explanation of the Project’s

consistent with the General Plan and zoning designation.

2.2 A Community Level environmental review was performed for the City's General Plan in the form of an Environmental Impact Report certified for the update to the General Plan.

2.3 The Project can be adequately served by existing utilities. All the necessary utilities have connections adjacent to the property and the utility providers have informed the City there is adequate capacity to provide service to this Project.

2.4 The Project site does not contain wetlands, does not have any value as an ecological community as it is currently part of the Public Works yard. The Project will not harm any protected species under applicable federal or state law and will not result in the destruction or removal of any species protected by a City of Ojai ordinance.

2.5 The site of the project is not included on any list of facilities and sites compiled pursuant to Section 65962.5 of the Government Code as confirmed by the Phase I Environmental Assessment prepared for the Project.

2.6 The site of the project is subject to a preliminary endangerment assessment. Rincon Consultants prepared Phase I and Phase II Environmental Assessments of the Project Site and conducted additional boring to capture soil samples in a discrete area of elevated lead levels. Based upon the sampling of these soils Rincon determined the area of elevated lead levels is discrete, has been adequately delineated and that the lead can be removed and appropriately disposed of in compliance with existing regulations governing the extraction and disposal of soil containing elevated levels of lead. As such, the affected soil will be removed and disposed as part of the site preparation process. Furthermore, there is no evidence of significant hazards from surrounding properties or activities.

2.7 The project does not have a significant effect on historical resources pursuant to Section 21084.1 of the Public Resources Code.

2.8 The project site is not subject to wildland fire hazard, as determined by the Department of Forestry and Fire Protection, and the City Building Code contains provisions to mitigate the risk of a wildland fire hazard.

2.9 The project site does not have an unusually high risk of fire or explosion from materials stored or used on nearby properties.

2.10 The project site does not present a risk of a public health exposure at a level that would exceed the standards established by any state or federal agency.

2.11 The Project Site is not within a delineated earthquake fault zone or a seismic hazard zone, as determined pursuant to Section 2622 and 2696 of the Public Resources Code respectively.

2.12 The Project Site is not within a landslide hazard area, flood plain, flood way, or restriction zone.

2.13 The project site is not located on developed open space.

2.14 The project site is not located within the boundaries of a state conservancy.

2.15 The project has not been divided into smaller projects to qualify for one or more of the exemptions set forth in sections 15193 to 15195.

In addition, this Project complies with all of the additional requirements set forth in Public Resources Code, section 21159.23 and CEQA Guidelines, section 15194:

2.16 The Project Site is less than 5 acres, at approximately 1.74 acres.

2.17 The Project is located within the city limits of Ojai which has a population of approximately 7,600 residents and is approximately 4 square miles in size. Accordingly, it meets the requirement of being located within an incorporated city with a density of at least 1,000 per square mile. Furthermore, as set forth in this Exhibit, there is no reasonable possibility that the project would have a significant effect on the environment or residents of the project due to unusual circumstances or cumulative impacts of reasonably foreseeable project in the vicinity of the project. As stated in the discussion of the Class 32 exemption, the project does not present any unusual circumstances and there are no other foreseeable projects in the vicinity of this Project that would foreseeably result in any cumulative impacts.

2.18 The Project consists of the construction and use of permanent supportive housing on a site of less than 5 acres and consisting of 30 total units within the City of Ojai.

2.19 The Project site has previously been developed with qualified urban uses.

2.20 At least 75 percent of the perimeter of the site adjoins parcels with qualified urban uses.

2.21 The existing remaining 25 percent of the perimeter of the site adjoins parcels that have previously been developed for qualified urban uses.

2.22 The Project will provide supportive housing for low-income households while meeting all of the following criteria: (a) the developer of the development project would provide sufficient legal commitments to the City of Ojai to ensure the continued availability and use of the housing units for lower income households, as defined in section 50079.5 of the Health and Safety Code, for a period of at least 30-years, at monthly housing costs, as determined pursuant to Section 50053 of the Health and Safety code.

For these reasons, the Project qualifies for the Statutory Exemption set forth in Public Resources Code, section 21159.23 and CEQA Guidelines, section 15194.

3. Analysis of the Applicability of the Statutory Exemption Set forth in Public Resources Code, section 21080.10 to the Project.

Public Resources Code, section 21080.10, states that CEQA does not apply to any of the following: (c) actions taken by a local agency to approve a contract to provide services for people experiencing homelessness. These services include but are not limited to case management, resource navigation, security services, residential services, and counseling services.

As the project is a permanent supportive housing endeavor sponsored and to be constructed and owned by the City, with startup funding provided by the State, an anticipated Development Management

Agreement with DignityMoves to provide permanent supportive residential services for people experiencing homelessness, is exempt from CEQA.