

**CITY OF OJAI  
CITY COUNCIL RESOLUTION NO. 17-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA  
FOR APPROVAL OF CRAFTSMAN VILLAGE  
DESIGN REVIEW PERMIT (DRP 17-02) A MODIFICATION TO (DRP 13-18)  
TO ALLOW A CHANGE IN PAVING MATERIALS  
LOCATED AT 611 PEARL STREET  
ASSESSOR'S PARCEL NUMBER: 023-0-141-430**

**WHEREAS**, the Applicant, Craftsman Village Ojai, LLC, on March 22, 2017, submitted an application for a Design Review Permit (DRP 17-02) for a request change the approved paving materials for the Craftsman Village development at 611 Pearl Street, Assessor's Parcel Number: 023-0-141-430; and

**WHEREAS**, On June 20, 2017, the Community Development Department found the application to be complete; and

**WHEREAS**, a public hearing was held by the Planning Commission on July 19, 2017, for consideration of the Design Review Permit, with notice of said hearing sent to all property owners within a 300' radius of the subject property and published in the *Ojai Valley News* at least 10 days prior to the public hearing; and

**WHEREAS**, after taking public testimony and hearing evidence from the City staff and the applicant, the Planning Commission adopted PC Resolution 17-13, that recommended approval of Design Review Permit DRP 17-02 determining the project is consistent with the City's General Plan and City's Municipal Code; and

**WHEREAS**, on September 12, 2017, after taking public testimony and hearing evidence from the City staff and the applicant, the City Council finds, pursuant to the findings included in this resolution, that Design Review Permit DRP 17-02 is consistent with the City's General Plan and City's Municipal Code; and

**WHEREAS**, based upon the foregoing facts and findings for Design Review Permit DRP 17-02, the City Council hereby determines as follows:

- a. All basic provisions of these Zoning Regulations are complied with. The application was deemed complete on June 20, 2017. The subject property is located in the Village Mixed Use (VMU) Zoning District. The project was approved on December 3, 2014 under DRP 13-18 and no changes to the approved buildings and structures are proposed. The change to paving materials is necessary to accommodate the clay soils that will not allow for the permeability necessary with permeable pavers.

- b. The proposed Craftsman Village has been designed and arranged pursuant to the Design Review Standards, in terms of context, continuity, scale and architectural design. No changes are proposed to the design, architecture, parking and circulation or any other structure on site. The project involves only a change to paving materials from permeable pavers to concrete to accommodate the native clay soils. Changes to the drainage plan will be necessary to meet all storm water requirements and will not impact existing structures currently under construction.
- c. Craftsman Village is an approved project currently under construction. No changes to the development itself are proposed. The proposed change from permeable pavers to concrete and non-permeable pavers does not impact the existing overall design of the site and will have limited changes to the grading to accommodate the change in permeability.
- d. No changes to the approved lighting is proposed. Conditions of Approval will remain in effect, requiring the applicant to meet the requirements of the City's Dark Sky Ordinance.

**WHEREAS,** The original project underwent environmental review pursuant to the California Environmental Quality Act (CEQA). The City Council adopted a Mitigated Negative Declaration (MND) for the project on December 13, 2005, and the revised project would be within the scope of the adopted MND. Hence, supplemental environmental documentation is not required.

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

**SECTION 1.** The City Council determines that the above set forth findings are true and correct in regards to Design Review Permit (DRP 17-02), which findings are incorporated herein.

**SECTION 2.** The City Council hereby approves Design Review Permit (DRP 17-02) a modification to Design Review Permit (DRP 13-18) subject to the following conditions. The decision of the City Council is final unless appealed in accordance with the provisions of Article 30 of the Ojai Municipal Code.

Project Specific

- 1. Within one (1) year of design review permit approval, the permit shall be exercised in compliance with Article 32 of this chapter or the permit shall be deemed void, unless such approval is extended by the Council for good cause either before or after the expiration of such time limit.
- 2. Conditions of approval placed on DRP 13-18 shall remain in effect, except for those that apply solely to paving materials.

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3. The property owner/applicant shall submit for a new grading permit to commence the change in grading necessary for the new paving materials.
4. Developer shall provide documentation that the modified project will comply with the Ventura County National Pollutant Discharge Elimination System (NPDES) requirement for post-construction best-management practices to the approval of the City Engineer prior to installation of the paving materials.

Legal requirements

- a. The owner/applicant, on behalf of itself and its successors and assigns, shall defend and hold harmless the City of Ojai, its officers, boards, commissions, agents and employees, and each of them from and against any claims, demands, actions, suits, liabilities and judgments of every kind and nature regardless of the merit of the same arising out of or related to the exercise and enjoyment of the approval of the City of the development permits necessary to the project including costs of investigations, attorney fees and court costs in the defense of any actions.
- b. If the City believes that it is entitled to indemnification pursuant to this Condition, the City shall give the applicant prompt and written notice thereof. Any such notice shall set forth in reasonable detail and to the extent then known the basis for such claim for indemnification. Each such claim for indemnification shall expressly state that the applicant shall have only the thirty (30)-day period referred to in the next sentence to dispute or deny such a claim. The applicant shall have thirty (30) days following its receipt of such notice either to (i) acquiesce in such claim and its responsibilities to indemnify the City in respect thereof in accordance with the terms of this Condition by giving the City written notice of such acquiescence or (ii) object to the claim by giving the City written notice of the objection. If the applicant does not object to such claim for indemnification within such thirty (30)-day period, the applicant shall be deemed to have acquiesced in such claim and its responsibilities to indemnify the City in respect thereof in accordance with the terms of this Condition. If the applicant objects to such claim for indemnification within such thirty (30)-day period but it is subsequently determined that the City is entitled to indemnification from the applicant, interest shall be deemed to have accrued on the unpaid amount of such indemnification, including cost to defend, from the date on which the judgment or other final order is entered against the City until full payment of the amount of such indemnification at a rate of ten percent (10 percent) per annum and the City shall be entitled to payment of such interest from the applicant.

- c. In connection with any claim which may give rise to indemnity under this Condition resulting from or arising out of any claim or proceeding against the City, the applicant shall (unless the City elects not to seek indemnity hereunder for such claim) assume the defense of such claim or proceeding if the applicant acknowledges to the City the City's right to indemnity pursuant hereto in respect to the entirety of such claim or proceeding 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 entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense. The City shall, and shall cause each of its officers, employees, consultants and agents to cooperate fully with the applicant in the defense of any claim or proceeding being defended by the applicant pursuant to this Condition


**PASSED AND ADOPTED** THIS 12<sup>th</sup> day of September 2017, by the following roll call vote:

**AYES:** Blatz, Francina, Haney, Johnston, Weirick  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None


CITY OF OJAI, CALIFORNIA

  
John F. Johnston, Mayor  
10-1-17  
Date signed

ATTEST:

  
\_\_\_\_\_  
Gail Davis, Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Matthew Summers, City Attorney

\_\_\_\_\_  
David Schuman, Owner/Applicant acceptance of conditions of approval