

NOV 27 2023

RECEIVED  
VENTURA SUPERIOR COURT  
NOV 27 2023

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BETH A. COLLINS (State Bar No. 222108)  
bcollins@bhfs.com  
MATTHEW L. HOFER (State Bar No. 307055)  
mhofer@bhfs.com  
MACKENZIE W. CARLSON (State Bar No. 323850)  
mcarlson@bhfs.com  
BROWNSTEIN HYATT FARBER SCHRECK, LLP  
1021 Anacapa Street, 2nd Floor  
Santa Barbara, California 93101  
Telephone: 805.963.7000  
Facsimile: 805.965.4333

Attorneys for Petitioner  
OJAI BUNGALOWS, LP

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF VENTURA

OJAI BUNGALOWS, LP,  
  
Petitioner and Plaintiff,  
  
v.  
  
CITY OF OJAI, a municipality; CITY OF  
OJAI CITY COUNCIL, a governing body;  
WESTON MONTGOMERY in his official  
capacity as Interim City Clerk or Interim  
Deputy City Clerk of the City of Ojai;  
and DOES 1 through 20, inclusive,  
  
Respondents and Defendants.

Case No.

**VERIFIED PETITION FOR WRIT OF  
MANDATE AND COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF**

**[CCP § 1085]**

Assigned to:  
Department:

BROWNSTEIN HYATT FARBER SCHRECK, LLP  
Attorneys at Law  
1021 Anacapa Street, 2nd Floor  
Santa Barbara, CA 93101

ORIGINAL

RS

1 INTRODUCTION

2 1. Ojai Municipal Code (“OMC”) section 10-2.3004(a) provides that an appeal of a  
3 land use permit decision “shall be set” for a hearing within 30 days of filing the appeal and any  
4 necessary materials. Petitioner Ojai Bungalows LP applied for time extensions for its two already-  
5 approved housing projects, which the City of Ojai Planning Commission approved. On April 9,  
6 2019, two members of the City Council filed appeals of the Planning Commission’s decision (the  
7 “Appeals”). The Parties mutually agreed to postpone the Appeals hearing to allow for settlement  
8 discussions, culminating in a Development Agreement (“DA”) which provided an alternate  
9 pathway to develop the two housing projects. However, after the DA was challenged in a  
10 referendum and the City took other actions to undermine the DA, on August 11, 2023 Petitioner  
11 submitted a letter to the City withdrawing the DA and requesting the City to reschedule the pending  
12 Appeals.

13 2. More than **three months** have passed, yet City staff has yet to set the Appeals for a  
14 hearing—in direct violation of OMC section 10-2.3004(a). Meanwhile, Petitioner’s housing  
15 projects continue to languish in legal limbo at a time when the City and the State are in a housing  
16 crisis. Petitioner has no choice but to bring this writ action to compel the City to comply with its  
17 ministerial duty under section 10-2.3004(a) and schedule the Appeals for a hearing immediately.

18 PARTIES

19 3. Petitioner Ojai Bungalows, LP is a California limited partnership, the applicant for  
20 the housing projects at issue herein, and the fee owner of the legal parcels where the housing  
21 projects are located.

22 4. Respondent City of Ojai is a California municipality located in Ventura County.

23 5. Respondent City of Ojai City Council is the governing body of the City of Ojai.

24 6. Respondent Weston Montgomery is the Interim Deputy City Clerk or the Interim  
25 City Clerk of the City of Ojai and is named herein in his official capacity solely to ensure that  
26 Petitioner obtains the relief sought through this Petition.

27 7. Petitioner is currently unaware of the true names and capacities of Respondents  
28 DOFS 1 through 20, inclusive, and therefore sues those parties by fictitious names. Petitioner will

1 amend this Petition to allege their true names and capacities when the same has been ascertained.

2 **JURISDICTION AND VENUE**

3 8. The Ventura Superior Court has jurisdiction over the matters alleged herein pursuant  
4 to Code of Civil Procedure section 1085.

5 9. Venue is appropriate in Ventura County pursuant to Code of Civil Procedure  
6 sections 393; 394; and 395, subdivision (a) because Respondents are located in Ventura County.

7 **STANDING**

8 10. Petitioner has a direct and substantial beneficial interest in Respondents' compliance  
9 with their ministerial duty under OMC section 10-2.3004(a), in that Petitioner's approved housing  
10 projects cannot proceed until a hearing is held on the Appeals.

11 11. Petitioner also has the right to enforce the public's right and duties that the OMC  
12 and all other applicable laws impose on Respondents.

13 12. Petitioner has no other plain, speedy and adequate remedy in the ordinary course of  
14 law, and will suffer irreparable injury unless this Court issues the relief requested herein.

15 **FACTUAL ALLEGATIONS**

16 13. On or around November 27, 2007, the City held a public hearing and approved  
17 Petitioner's "Cottages" project, a 10-unit air-space condominium project within the City. Since  
18 acquiring the Cottages property in 2014, Petitioner has diligently pursued building permits to start  
19 construction. However, significant delays associated with City staffing changes delayed building  
20 permit issuance. Petitioner was forced to apply for an extension of the Cottages project's planning  
21 approvals.

22 14. On or around June 26, 2012, the City held a public hearing and approved Petitioner's  
23 "Mallory" project, a 30-unit housing development consisting of 23 market-rate units and 7 deed-  
24 restricted affordable units. Again, significant delays associated with City staffing changes delayed  
25 building permit issuance, and Petitioner was forced to apply for an extension of the Mallory  
26 project's planning approvals.

27 15. On or around February 20, 2019, the City Planning Commission held a hearing and  
28 approved Petitioner's extension application for the Mallory project.

1           16.    On or around April 3, 2019, the City Planning Commission held a hearing and  
2 approved Petitioner’s extension application for the Cottages project.

3           17.    The Mallory and Cottages projects are hereinafter referred to collectively as the  
4 “Projects.”

5           18.    On or around April 9, 2019, two members of the Council filed the Appeals of the  
6 Planning Commission’s approval of time extensions for the Projects.

7           19.    OMC section 10-2.3004(a) provides: “Public notice of an appeal shall be given in  
8 the same manner in which the original notice was given. **A hearing date shall be set within thirty**  
9 **(30) days of the filing of the appeal and any necessary materials.**” (Emphasis added.) A copy  
10 of OMC section 10-2.3004 is attached hereto as **Exhibit A**.

11           20.    For appeals filed by the Council, OMC section 10-2.3002(d) provides: “Once the  
12 vote to appeal is passed by a majority, **the matter shall be set for hearing by the City Clerk.**”  
13 (Emphasis added.) A copy of OMC section 10-2.3002 is attached hereto as **Exhibit B**.

14           21.    The Parties mutually agreed to postpone the hearing date to allow for settlement  
15 discussions, which culminated in the DA. However, after the DA was challenged by a referendum  
16 and the City took other actions to undermine the DA, Petitioner sent a letter to Respondents on  
17 August 11, 2023 formally withdrawing the DA and requesting to schedule the Appeals for a  
18 hearing. A copy of the August 11, 2023 letter is attached hereto as **Exhibit C**.

19           22.    On October 10, 2023, Respondents formally rescinded the DA at a regular Council  
20 meeting. Yet Respondents refused to schedule a hearing on the Appeals.

21           23.    More than 30 days have passed since the Appeals was filed on April 9, 2019, and  
22 since Petitioner asked the City to schedule a hearing on August 11, 2023, yet Respondents have  
23 failed to schedule the Appeals for a hearing.

24           24.    Petitioner has not waived its right to a timely hearing under the OMC, nor has it  
25 acquiesced to Respondents’ unreasonable and illegal delays in setting the Appeals for a hearing.

26           25.    To the contrary, Petitioner has repeatedly requested in writing that Respondents set  
27 the Appeals for a hearing. Most recently, Petitioner’s counsel renewed its request for a hearing via  
28 email to the City Attorney on the following dates: October 16, 23, and 30 and November 7, 15,

1 and 16, 2023. Nonetheless, Respondents refused to comply with their legal duty to set the Appeals  
2 for a hearing. A copy of that email correspondence is attached hereto as **Exhibit D**.

3 26. There is no excuse for Respondents' failure to carry out their duty to schedule a  
4 hearing within 30 days after August 11, 2023. As noted above, Respondents held a hearing to  
5 rescind the DA on October 10, 2023, while ignoring Petitioner's contemporaneous request to  
6 schedule a hearing on the Appeals.

7 27. The Ojai City Council are regularly scheduled to meet on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays  
8 of every month. In the time since Petitioner's requested a hearing on August 11, 2023, the Council  
9 has held six regular meetings, four special meetings, and three closed sessions. A copy of the City's  
10 webpage listing Council meetings during 2023 as of November 22, 2023 is attached hereto as  
11 **Exhibit E** (see also <https://www.ojai.ca.gov/530/3026/City-Council-Agenda-Video-Minutes>).  
12 Respondents have had ample opportunity to comply with their obligations under the OMC.

13 28. The evening before this Petition was filed, a City representative sent an email saying  
14 that the City is working on scheduling a hearing on either Monday, December 18, Wednesday  
15 December 20, or Thursday December 21, but they were still "polling Council as to an exact date."  
16 (See Exhibit D.) However, this Petition is still necessary because without Court oversight, there is  
17 no way to ensure that the hearing will actually be scheduled by the City.

18 **FIRST CAUSE OF ACTION**

19 **[Writ of Mandate Pursuant to Code of Civil Procedure section 1085]**

20 **(By Petitioner Against All Respondents)**

21 29. Petitioner incorporates by this reference paragraphs 1 through 28 above as though  
22 they were set forth in full herein.

23 30. Upon filing the Appeal, Respondents had a ministerial, mandatory, and non-  
24 discretionary duty to set a hearing on the Appeals within thirty days. (OMC, §§ 10-2.3004(a), 10-  
25 2.3002(d).) Respondents' duty to set a hearing was suspended by mutual agreement until August  
26 11, 2023, but over 90 days have passed since then.

27 31. Respondents have violated their duty to set the Appeals for a hearing within 30 days.

28 32. Petitioner requests that the Court issue a writ of mandate pursuant to Code of Civil

1 Procedure section 1085 compelling Respondents to comply with their duty and set the Appeals for  
2 a hearing at the next regularly-scheduled Council meeting or at a special meeting within the next  
3 week.

4 **SECOND CAUSE OF ACTION**

5 **[Declaratory Relief Pursuant to Code of Civil Procedure section 1060]**

6 **(By Plaintiff Against All Defendants)**

7 33. Petitioner incorporates by this reference paragraphs 1 through 32 above as though  
8 they were set forth in full herein.

9 34. A dispute has arisen between Petitioner and Respondents, in that Petitioner contends  
10 that Respondents have a mandatory, ministerial, and non-discretionary duty to set the Appeals for  
11 a hearing no later than the next regularly-scheduled Council meeting or at a special meeting within  
12 the next week, and Respondents contend that they need not comply with this duty.

13 35. Petitioner has no plain, speedy or adequate remedy at law for the harm resulting  
14 from Respondents' failure to schedule the Appeals for a hearing. Petitioner thus desires declaratory  
15 judgment from the Court that Respondents are required by the OMC to schedule the Appeals for a  
16 hearing at the next regularly-scheduled Council meeting or at a special meeting within the next  
17 week. This declaration is necessary and appropriate at this time in order to set at rest the continuing  
18 rights, duties, and obligations of the parties with respect to each other.

19 **PRAYER FOR RELIEF**

20 WHEREAS, Petitioner prays for relief as follows:

21 1. That the Court issue an alternative and peremptory writ of mandate:

22 a. Compelling Respondents to set the Appeals for a hearing at the next  
23 regularly-scheduled Council meeting or at a special meeting within the next week;

24 b. Compelling Respondents to take such further specific action as shall be  
25 necessary to bring their actions into full compliance with the OMC and other applicable law.

26 2. That the Court issue an order declaring that Respondents were required to set the  
27 Appeals for a hearing within 30 days of Petitioner's request, and that Respondents are now required  
28 to set the Appeals for a hearing at the next regularly-scheduled Council meeting or at a special

1 meeting within the next week.

2           3.       For a preliminary injunction and permanent injunction requiring Respondents to set  
3 the Appeals for a hearing at the next regularly-scheduled Council meeting or at a special meeting  
4 within the next week.

5           4.       For costs of suit including an award of reasonable attorneys' fees pursuant to Code  
6 of Civil Procedure sections 1021.5, and any other applicable provisions of law or equity.

7           5.       For such other and further legal and equitable relief as the Court deems just and  
8 proper.

9 Dated: November 22, 2023

BROWNSTEIN HYATT FARBER SCHRECK, LLP

11 

12 \_\_\_\_\_  
13 BETH A. COLLINS  
14 MATTHEW L. HOFER  
15 MACKENZIE W. CARLSON  
16 Attorneys for Petitioner and Plaintiff  
17 OJAI BUNGALOWS, LP  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BROWNSTEIN HYATT FARBER SCHRECK, LLP  
Attorneys at Law  
1021 Anacapa Street, 2nd Floor  
Santa Barbara, CA 93101

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

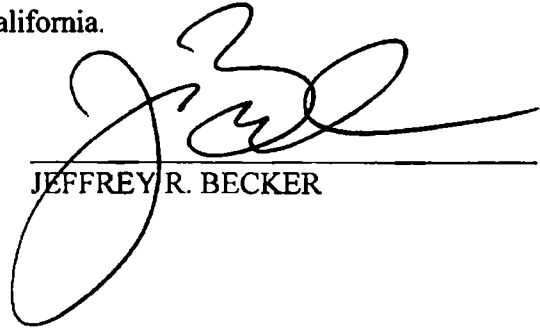
VERIFICATION

I, Jeffrey R. Becker, declare and state as follows:

I am a General Partner of Ojai Bungalows, LP, Petitioner and Plaintiff in the above action, and am authorized to make this verification on its behalf. I have read the foregoing PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF and know the contents thereof. The same is true of my own knowledge, except as to those matters which are stated on formation and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11/22/2023 at Ventura, California.



JEFFREY R. BECKER

# Exhibit A

Ojai, California Municipal Code

Title 10 PLANNING AND ZONING

Chapter 2 ZONING REGULATIONS

LAND USE PERMITS AND ADMINISTRATION

Article 30. Appeals

### **Sec. 10-2.3004. Appeal hearing.**

Public notice of an appeal shall be given in the same manner in which the original notice was given. A hearing date shall be set within thirty (30) days of the filing of the appeal and any necessary materials.

(b) Filing of an appeal shall delay all proceedings associated with the matter subject to the appeal (i.e., issuance of a zoning clearance, building or grading permit), pending the City's final action on the appeal.

(c) Joining an appeal.

(1) Only those persons who file an appeal within the fifteen (15) day appeal period in compliance with Section 10-2.3003, shall be considered appellants of the matter under appeal.

(2) Any person who wishes to join an appeal shall follow the same procedures for an appellant in compliance with Section 10-2.3003

(3) A person(s) shall not be allowed to join an appeal after the end of the fifteen (15) day appeal period.

(d) The appeal hearing shall be considered a hearing de novo and the review authority may consider any issue(s) associated with the appeal, in addition to the specific grounds for the appeal.

(1) When reviewing an appeal the review authority may:

(A) By resolution, affirm, affirm in part, or reverse the action, the determination, or decision that is the subject of the appeal;

(B) Adopt additional conditions of approval deemed reasonable and necessary, and may even address issues or concerns that go beyond the subject of the appeal; or

(C) Disapprove the land use entitlement approved by the previous review authority, even though the appellant only requested a modification or elimination of one (1) or more conditions of approval.

(2) If new or different evidence is presented on appeal, the Commission or Council may, but shall not be required to, refer the matter to the Director or Commission, as applicable, for further consideration.

(e) When reviewing an appeal the review authority shall adopt findings in support of the intended action on the appeal. The nature of the findings shall be in compliance with the findings adopted by the original review authority (e.g., design review permits, conditional use permits, planned development permits, variances).

The Director or City Clerk, as applicable to the level of review authority, shall mail a copy of the resolution to the appellant, the applicant (if not the appellant), the Commission, and the Council within fifteen (15) days after the date the decision is rendered.

Included within this mailing shall be a City prepared letter for the applicant to sign, acknowledging that the applicant is in full concurrence/understanding with the final conditions of approval. The applicant shall return the signed acknowledgment within ten (10) days.

(§ 3, Ord. 771, eff. February 13, 2004)

## Contact:

City Clerk: 805-646-5581

Published by Quality Code Publishing, Seattle, WA. By using this site, you agree to the terms of use.

## Exhibit B

Ojai, California Municipal Code

Title 10 PLANNING AND ZONING

Chapter 2 ZONING REGULATIONS

LAND USE PERMITS AND ADMINISTRATION

Article 30. Appeals

### **Sec. 10-2.3002. Appeal of action.**

Determinations and decisions that may be appealed and the authority to act on an appeal shall be as follows:

Any determination rendered by the Department staff may be appealed to the Commission.

(b) Any determination or decision rendered by the Director may be appealed to the Commission.

(c) Commission appeals.

(1) Any decision rendered by the Commission may be appealed to the Council.

(2) The Commission may appeal any determination rendered by the Department staff or a determination or decision rendered by the Director, by an affirmative vote of a majority of its members.

(3) Once the vote to appeal is passed by a majority, the matter shall be set for hearing by the Director.

Council appeals.

(1) A member of the Council may request the opportunity to discuss any decision rendered by the Department staff, Director or Commission.

(2) The Council may appeal any determination rendered by the Department staff or a determination or decision rendered by the Director or Commission.

(3) An affirmative vote of a majority of its members is required to appeal the Department staff's determination or the Director's or Commission's decision.

(4) Once the vote to appeal is passed by a majority, the matter shall be set for hearing by the City Clerk.

(5) The decision of the Council shall be final and shall become effective upon adoption of the resolution by the Council.

(§ 3, Ord. 771, eff. February 13, 2004)

## **Contact:**

City Clerk: 805-646-5581

Published by Quality Code Publishing, Seattle, WA. By using this site, you agree to the terms of use.

## Exhibit C

# Brownstein

**Brownstein Hyatt Farber Schreck, LLP**  
805.963.7000 main  
1021 Anacapa Street, 2nd Floor  
Santa Barbara, California 93101

August 11, 2023

Beth A. Collins  
Attorney at Law  
805.882.1419 direct  
bcollins@bhfs.com

VIA EMAIL: [LUCAS.SEIBERT@OJAI.CA.GOV](mailto:LUCAS.SEIBERT@OJAI.CA.GOV)

City of Ojai  
Community Development Department  
Attn: Mr. Lucas Seibert, Director  
401 S. Ventura Street  
Ojai, CA 93023

**RE: Withdrawal of Development Agreement Application (DA 21-037) and Request to Calendar Cottages and Mallory Time Extension Applications DRP 05-01 RV01, Tract 5587, and T 07-22 "Cottages"; DRP 11-10, TTM 11-01 and T 11-30412 "Mallory")**

Dear Mr. Seibert:

As you know, we represent Ojai Bungalows LP and Greenhawk LLC (collectively, "Ojai Bungalows"), the parties to the development agreement approved by the City of Ojai ("City") on October 25, 2022 ("Development Agreement") through City Ordinance No. 934 and owners of the four properties subject to the Development Agreement.<sup>1</sup>

In an effort to avoid the significant costs associated with the pending referendum and litigation over Ordinance No. 934, and amongst other reasons outlined herein, we respectfully submit this letter as a withdrawal of the Development Agreement.

In the absence of the Development Agreement, Ojai Bungalows is the owner of the properties at 312 W. Aliso Street ("Cottages Project") and 412 Mallory Way ("Mallory Project") (together referred to as "Projects"). By this letter, we are also requesting that the City calendar action on the pending time extension applications as soon as practical.

---

<sup>1</sup> City Ordinance No. 934 included the following approvals (1) a Development Agreement between the City of Ojai and Ojai Bungalows, LP and Greenhawk, LLC for Multi-Family Housing and Affordable Housing Totaling 67 Units (with 20 Units Deed-Restricted for 55 Years at a Moderate Income Level, 6 Units Deed-Restricted for 55 Years at a Low Income Level, and 1 Unit Deed-Restricted for 55 Years at a Very-Low Income Level) at 4 sites at 312 West Aliso Street, 107 North Ventura Street, 304 South Montgomery Street, and 412 Mallory Way, with a Residential Relocation and Assistance Plan; (2) a Zoning Map Amendment changing the zoning from Public (P-L) to Village Mixed-Use for 107 North Ventura Street; and (3) a California Environmental Quality Act Determination of Exemptions.

## **I. History of Extension Applications and Associated Development Agreement**

On September 27, 2022, the members of the Ojai City Council were set to vote on extension applications for the Projects. At that hearing we asked this Council to postpone the hearing for one month. Our firm had just been brought into the case and we were getting up to speed on the extensive history related to the applications. The Council agreed to put off the hearing for 30 days if our clients would reopen negotiations related to a Development Agreement between the City and Ojai Bungalows. Our clients agreed. Insofar as the time extensions were tolled during the consideration and subsequent approval of the Development Agreement, these time extensions are still pending applications absent the Development Agreement.

### **a. Cottages Among the Flowers Project Background**

The City Council approved the Cottages Project, a 10-unit air-space condominium project, on Nov. 27, 2007, adopting a Mitigated Negative Declaration under California Environmental Quality Act ("CEQA"). The final parcel map for the project was recorded on Oct. 19, 2010<sup>2</sup>. Our client acquired the project in 2014, with advice from the City's Planning Director that the project was fully entitled. Since that time, our client has diligently pursued building permits to start construction; however, significant delays associated with City staffing changes delayed building permit issuance,<sup>3</sup> requiring our client to apply to extend the project's planning approvals. Historically such extensions were issued proforma. In fact, from 2007 to 2019, the City approved numerous extensions to the project's approvals.

### **b. Mallory Way Bungalows Project Background**

On June 12, 2012, our client received approvals for its Mallory Project which proposes to redevelop 25 market-rate units into 23 market-rate and 7 deed-restricted affordable units (1 low-income, 6 moderate-income; 30 units total). The City certified an Environmental Impact Report for the Mallory Project at its June 26, 2012 Council Hearing. Again, our client experienced significant delays in the issuance of building permits. The client submitted a timely extension request on May 15, 2017, which was not considered until Planning Commission approved it at its February 20, 2019 hearing. The approval history for this project is outlined in various City Staff Reports including for the Planning Commission hearing of February 20, 2019.

### **c. Appeals of Extension Applications**

On April 9, 2019, two members of the City Council appealed the Planning Commission's extension approvals for the Projects. The City took months to decide to retroactively apply the Replacement

---

<sup>2</sup> As stated in the Planning Commission Staff Report for June 1, 2016.

<sup>3</sup> The status of the entitlements is well documented in various City Staff Reports including but not limited to Planning Commission Staff Reports for the February 17, 2016 and June 1, 2016 public hearings.

Housing Ordinance (2013 Ordinance),<sup>4</sup> which took effect on July 11, 2013 through Ordinance No. 828, to the Mallory Project.

In its April 9, 2019 appeal of the Planning Commission's approval of a the Cottages and Mallory Project extension applications, Council stated that the City should assess whether to retroactively apply the City's 2013 Ordinance to the Projects. The City took months doing that assessment despite the fact that the plain language of the Ojai Municipal Code ("OMC" or "Code") makes it clear that the 2013 Ordinance does not apply; plus no prior City extension approvals from 2013 and 2019 indicated the 2013 Ordinance was applicable to these Projects. For these reasons, and those described further below, the 2013 Ordinance does not apply, and cannot be applied to the Projects through the City Council's action on the extension applications.

#### **d. Development Agreement Background**

Our clients did not consult an attorney in 2019 when the City Council determined that it would retroactively apply the 2013 Ordinance to the Projects. Because our clients wanted to work with the City and they believe in providing affordable housing in the City, they agreed to pause processing of the time extension applications for the Projects and talk with the City about a larger housing package. Redesign of the Cottages and Mallory Projects was infeasible—since the original Project plans did not and could not have contemplated compliance with the later-enacted 2013 Ordinance—but they agreed to propose additional housing (including affordable units) on two other properties.

After years of negotiations with an Ad Hoc Committee consisting of two Councilmembers appointed by the City Council, the City and Ojai Bungalows finally agreed to terms on a mutually beneficial Development Agreement. In the Summer of 2022, that Development Agreement was brought to the City Council for consideration. Unfortunately, due to significant misinformation in the community about the background and terms of the Development Agreement, many community members attending the hearing opposed the Development Agreement. This led to the Council postponing a vote and asking Ojai Bungalows to return to settlement negotiations. When the parties did so, however, discussions broke down and Ojai Bungalows asked the City to calendar the appeal of the time extension applications at the City Council for consideration. That is when our firm became involved—days before the September 22, 2022 hearing.

At that hearing, our clients agreed to return to settlement negotiations, this time with counsel. Renewed negotiations resulted in some additional revisions to a Development Agreement. The final Development Agreement permitted 67 units (27 deed-restricted affordable) on four properties (Cottages Among the Flowers and Mallory Bungalows plus World University (redevelopment of former office space) and Montgomery (a vacant site)). The Development Agreement also included numerous additional tenant protections, including phased construction of the new housing units first, to facilitate tenant relocation and funds to help tenants move.

---

<sup>4</sup> Codified as Ojai Municipal Code (OMC), § 10-2.904.

Again, significant misinformation led to confusion about the terms of the Development Agreement. Specifically, opponents of the Development Agreement—led by Simply Ojai—suggested that the Development Agreement provided fewer affordable housing units than would otherwise be required by claiming that the Cottages and Mallory Projects have 33 current low income tenants under the assumption that the extension applications are subject to the City’s 2013 Ordinance. For reasons explained further below, that information is incorrect. In fact, no replacement housing is required for either the Cottages or Mallory Projects. The City has acknowledged as much multiple times through its grant of numerous extensions after adoption of the Replacement Housing Ordinance and until 2019. By way of example:

- June 15, 2016 Planning Commission Resolution for the Cottages Project “WHEREAS after taking public testimony and hearing evidence from the City staff and the applicant, the Planning Commission finds, pursuant to the findings attached to this resolution and subject to the project’s Conditions of Approval attached to this resolution, that the requested modifications to Design Review Permit (DRP 05-03) and the time extension, are consistent with the City’s General Plan and The City of Ojai’s Municipal Code.”
- June 15, 2016 Planning Commission Resolution for the Cottages Project Section 3 “After taking public testimony and hearing evidence from the City staff and the applicant, the Commission finds that pursuant to the findings and conditions in Attachment “B”, that the proposed time extension and DRP modification is consistent with the Ojai City Code and General Plan.
- Planning Commission found on August 17, 2016 in their Resolution approving a modification of the approval for the Cottages Project: “After taking public testimony and hearing evidence from the City staff and the applicant, the Commission finds that pursuant to the findings and conditions contained wherein, that the proposed Design Review Permit modifications are consistent with the Ojai City Code and General Plan.”<sup>5</sup>
- February 20, 2019 Planning Commission Administrative Report on the Time Extension for Mallory Project, “Given that the project is located in an area of town that has not been subject to changes in zoning or land use designation, the project continues to conform to the OMC and policies of the General Plan.”
- April 3, 2019 Planning Commission Administrative Report for the Time Extension for the Cottages Project “After taking public testimony and hearing evidence from the City staff and the applicant, the Commission finds that pursuant to the findings and conditions contained wherein, that the proposed time extension for Design Review Permit are consistent with the Ojai City Code and General Plan.”

---

<sup>5</sup> See Ojai, Planning Commission Staff Report, Attachment B, March 27, 2019 available <https://drive.google.com/file/d/1NZgIIDSGKj950BdMIOA51rf8HSvGkiAE/view> (accessed on July 11, 2023).

Additionally, Simply Ojai incorrectly asserted that the infill and redevelopment housing projects would result in various environmental impacts. Evidence presented by both the City and Ojai Bungalows debunked those claims.<sup>6</sup> Ultimately, after over at least 10 hours of hearings during which the City and Ojai Bungalows carefully laid out the terms and pros and cons of the Agreement, public sentiment significantly shifted. On October 18 and October 25, 2023, the final Development Agreement was approved by the Council by a 4-1 vote.

Simply Ojai subsequently filed a lawsuit against the City and our clients challenging the Development Agreement approval on CEQA and other theories. Simply Ojai further circulated a referendum petition to overturn the City's Development Agreement approval relying, among other things, on the misinformation debunked during the hearing process.

Four seats on the City Council changed in a November 2023 election, and since that time the Council has treated the Development Agreement very differently from the initial 4-1 support. My clients have worked in good faith for over four years to partner with the City on a Development Agreement, but the new Council has demonstrated no interest in this continued partnership. Instead, this Council has repeatedly taken actions to undermine the Development Agreement and block the housing projects (including affordable housing) that will result.

By way of example, the City spent over 2 hours on each of its two January 2023 hearings discussing the referendum on the Development Agreement, ultimately refusing to schedule a vote of the people on the referendum until March 2024—approximately a year and a half after the City Council initially voted to approve the Development Agreement by a 4-1 vote, citing that it could not spend the \$8,000-\$13,000 on a special election that would have occurred significantly sooner. Even if the electorate rejects the referendum, the City and our clients will need to litigate the Simply Ojai lawsuit before proceeding with the Projects. Thus, housing development on these sites pursuant to the Development Agreement will be impossible for some time, likely years.

It has also come to light that the City Council allegedly violated the Brown Act and hired outside counsel to advise them in closed session on how to get out of the commitments the City made in the Development Agreement as part of deliberations on the City's response to the Simply Ojai lawsuit.<sup>7</sup> Instead of meeting in closed session to discuss the litigation strategy to defend their approval of affordable housing, the City spent approximately \$30,000 on advice regarding ways the City could

---

<sup>6</sup> See Notices of Exemption accompanying the Development Agreement, Mallory Way EIR (SCH 2008071083) and Cottages Mitigated Negative Declaration, along with applicant-provided technical studies and letter dated October 18, 2022.

<sup>7</sup> Ojai, Staff Report, Attachment B, p. 7 (May 17, 2023) available at [https://ojai.granicus.com/MetaViewer.php?view\\_id=1&clip\\_id=1042&meta\\_id=35817](https://ojai.granicus.com/MetaViewer.php?view_id=1&clip_id=1042&meta_id=35817) (“[T]he memo and oral advice from Ms. Minner discussed in closed session considered the Simply Ojai lawsuit, *how the lawsuit could be mooted via the referendum if the Council rescinded the ordinance approving the development agreement, and possible consequences and opportunities of exercising that option.*” (Emphasis added).)

Mr. Lucas Siebert  
August 11, 2023  
Page 6

unwind the Development Agreement.<sup>8</sup> The City's special counsel was further selected based on a recommendation by the attorney representing Simply Ojai in the lawsuit.<sup>9</sup> Mayor Stix further disclosed attorney-client privileged correspondence from the City Attorney to the attorney representing Simply Ojai prior to the lawsuit.<sup>10</sup>

As reported in the Ojai Valley News January 27, 2023:

According to emails obtained by the Ojai Valley News from the city of Ojai through a Public Records Act request, Stix, on multiple occasions, forwarded emails related to the Ojai Bungalows/Green Hawk Development Agreement she'd received in her capacity as mayor to Leslie Hess, Tom Francis and their attorney, Venskus. Hess serves on the board of Simply Ojai, according to documents filed with the state. Venskus is the attorney for Simply Ojai in its litigation against the city.

Again on July 27, 2023, the Ojai Valley News reported that Mayor Stix forwarded eight pages of confidential emails regarding the Cottages and Mallory Projects to representatives of Simply Ojai, including their legal counsel, on July 18, 2022 and October 27, 2022, which the City Attorney deemed privileged.<sup>11</sup> Mayor Stix further continues to "stand behind [her] actions to protect the community and defend our city" notwithstanding Simply Ojai subsequently sued the City over the Development Agreement.

The City's opposition to affordable housing also does not seem to stop with the Development Agreement projects. The City seems to be trying to frustrate the development of an 100 percent affordable project proposed by a nonprofit developer.<sup>12</sup> Our clients simply cannot trust this City to move forward fairly as a partner under the Development Agreement in light of these recent actions.<sup>13</sup>

---

<sup>8</sup> Ojai Valley News, City Releases Invoices for 'Minner Memo' Costs (May 10, 2023) available at [https://www.ojavalleynews.com/news/government/city-releases-invoices-for-minner-memo-costs/article\\_39a09fde-eea6-11ed-a2a7-e7273765f253.html](https://www.ojavalleynews.com/news/government/city-releases-invoices-for-minner-memo-costs/article_39a09fde-eea6-11ed-a2a7-e7273765f253.html).

<sup>9</sup> Ojai Valley News, Mayor Pro Tem Responds to Mayor Forwarding Emails (Jan. 31, 2023) available at [https://www.ojavalleynews.com/news/mayor-pro-tem-responds-to-mayor-forwarding-emails/article\\_971530b6-a1bd-11ed-9bcf-773193c33bfb.html](https://www.ojavalleynews.com/news/mayor-pro-tem-responds-to-mayor-forwarding-emails/article_971530b6-a1bd-11ed-9bcf-773193c33bfb.html).

<sup>10</sup> Ojai Valley News, City Council closed session laid bare (Jan. 27, 2023) available at [https://www.ojavalleynews.com/news/city-council-closed-sessions-laid-bare/article\\_3bc14788-9e19-11ed-b4e2-bba73b30c0b4.html](https://www.ojavalleynews.com/news/city-council-closed-sessions-laid-bare/article_3bc14788-9e19-11ed-b4e2-bba73b30c0b4.html).

<sup>11</sup> Ojai Valley News, Ojai Mayor Stix apologizes for forwarding privileged emails (Jul. 27, 2023) available at [https://www.ojavalleynews.com/news/government/ojai-mayor-stix-apologizes-for-forwarding-privileged-emails/article\\_effde374-2d06-11ee-af0d-53ecad41ad68.html](https://www.ojavalleynews.com/news/government/ojai-mayor-stix-apologizes-for-forwarding-privileged-emails/article_effde374-2d06-11ee-af0d-53ecad41ad68.html).

<sup>12</sup> Ojai Valley News, 49-unit affordable-housing proposal in Ojai meets headwinds (Aug. 10, 2023) available at [https://www.ojavalleynews.com/news/49-unit-affordable-housing-proposal-in-ojai-meets-headwinds/article\\_ffab558e-37b2-11ee-b968-c7310fa1c7f0.html](https://www.ojavalleynews.com/news/49-unit-affordable-housing-proposal-in-ojai-meets-headwinds/article_ffab558e-37b2-11ee-b968-c7310fa1c7f0.html).

<sup>13</sup> Ojai Valley News, 49-unit affordable housing on council's closed-session agenda referencing litigation (Aug. 8, 2023) <https://www.ojavalleynews.com/news/49-unit-affordable-housing-on-councils-closed-session-agenda-referencing-litigation>.

Our clients have owned Cottages since 2014 and Mallory since 1999 and has been seeking to revitalize the aging housing on these Project sites since that time. These efforts are well documented in the City's staff reports recommending approval of various time extensions. Ojai Bungalows support the development of more affordable housing in Ojai and had agreed to redesign the Cottages projects post-entitlement and provide one additional very low and one low affordable units onsite. Mallory was not proposed to be changed through the Development Agreement (Mallory as approved includes 6 moderate and 1 low deed restricted units). Additionally, during negotiations for the Development Agreement, Ojai Bungalows acquired two other properties and proposed to develop affordable units on those properties as a part of the Development Agreement. Since the Development Agreement is being actively blocked by this Council, along with the pending referendum and pending CEQA lawsuit led by Simply Ojai, Ojai Bungalows withdraws its application for a Development Agreement.

**e. Now Proposing Housing Projects on Five Properties Without the Development Agreement**

Ojai Bungalows now is independently pursuing housing developments of the four properties covered by the Development Agreement plus an affordable housing development on one additional property. Specifically, Ojai Bungalows is seeking approval of the time extensions of the Cottages and Mallory Projects. At the same time, Ojai Bungalows has applications pending on three other properties.<sup>14</sup> In all, the projects, as currently proposed on these five properties (absent the

---

litigation/article\_8ef5160c-356b-11ee-a57b-d3bce3878dc4.html (describing a closed session on an affordable housing project under threat of litigation despite no actual threat by the applicant).

<sup>14</sup> Our client submitted three SB 330 Preliminary Applications for projects qualifying as housing development projects "for very-low, low- or moderate income households" (Gov. Code, § 65589.5(h)(3)) on December 13, 2022 (prior to the City Council's adoption of a "minor modification" to its adopted Housing Element that same day). Since then, correspondence from HCD has confirmed that the City's Housing Element was out of compliance at that time and remains out of compliance today until the City adopts and resubmits its Housing Element in accordance with Government Code Section 65585 and applicable state law. Because the development proposed in the Development Agreement for the World University and Montgomery sites does not conform with existing zoning, our clients are seeking to build these two projects using the Builder's Remedy (with the same development envelope previously approved in the Development Agreement) to avoid the legal and political uncertainty of the stalled Development Agreement. (Gov. Code, § 65589.5(d)(5).)

- 107 North Ventura Street or "World University" (Formerly Approved with Development Agreement). The SB 330 Preliminary Application proposes a 10-unit project that constitutes mostly of interior modifications to an existing one-story office building. The design is identical to the project described in the Development Agreement—but with 2 low income affordable units and 1 moderate income affordable units (20% lower income project plus a moderate income unit).
- 304 South Montgomery Street or "Montgomery" (Formerly Approved with Development Agreement). The SB 330 Preliminary Application proposes a 15-unit project—with an identical design to the project described in the DA approved by the City Council—but with 3 low income affordable units and 12 moderate income affordable units (100% moderate project with 3 low income units).
- 510 E. Ojai (New Project). This property is included within the City's Housing Element as Site 7 in the a special housing overlay (SPL). Similar to above, the client submitted an SB 330 Preliminary Application proposing a 13 unit

Development Agreement), will provide 78 units, including 30 deed restricted affordable units (21 moderate, 7 low and 2 very low).

	<b>Units</b>	<b>Deed Restricted Affordable</b>
Cottages	10	0
Mallory	30	6 moderate 1 low
World University	10	1 moderate 2 low
Montgomery	15	12 moderate 3 low
510 E. Ojai	13	1 moderate 2 low 2 very low
<b>TOTAL</b>	<b><u>78 total units</u></b>	<b><u>30 total affordable units</u></b> 21 moderate 7 low 2 very low

Ojai Bungalows’ proposed housing would provide the first privately-developed deed-restricted units within the City. Further, these housing projects would contribute to meeting the City’s regional housing need allocation (“RHNA”) obligation to provide 13 very-low, 9 low, 10 moderate and 21 above-moderate units during the planning period.<sup>15</sup> Specifically, the proposed projects would provide the following percentages of the City’s RHNA obligation: 15% very low, 78% low and 210% moderate units. The addition of these would be a significant step toward the City showing its commitment to affordable housing.

## II. The City Must Approve Our Time Extension Applications

The stated purpose for Council’s appeal of the Planning Commission-approved time extension in April 2019 was to determine whether the 2013 Replacement Housing Ordinance applied to the Projects, but the City’s determination to retroactively apply the 2013 Ordinance to these Projects is incorrect. The 2013 Ordinance does not apply to the DRP extension applications for the reasons below.

---

project with 2 very-low, 2 low-income and 1 moderate income affordable units (more than 20% lower income project plus a moderate income unit) and consistent with the City’s SPL Overlay affordability requirements.

<sup>15</sup> City, Housing Element, Tab. II-29, p. 30.

**a. The City's Code Makes Clear That the 2013 Ordinance Cannot Be Applied to the Cottages or Mallory Project Extension Applications**

The City action to apply the 2013 Ordinance to the Cottages Project and Mallory Project are inconsistent with the plain language of the City's Code. For example, the 2013 Ordinance provides that "the conversion or demolition of existing residential dwelling units inhabited by persons and families of very low, lower or moderate income shall not be authorized unless provisions have been made for the replacement of those dwelling units with affordable units..." (OMC § 10-2.904.) The Code defines "inhabited" as "[a] dwelling unit that serves as a place of permanent or customary and usual abode of a person or household who, at the time application is filed with the City for a land use permit subject to the provisions of this article, lawfully occupied the premises. (OMC § 10-2.902(b) [emphasis added].) The City's Code does not define "land use permit" as including applications for extensions to existing entitlements. (OMC § 10-2.3602(l)(1).) The applications for Cottages and Mallory projects were filed well before 2013 since the approvals were issued in 2007 and 2012 yet the City seeks to apply the 2013 Ordinance as a condition of a simple DRP extension (related to the physical attributes of the projects, not occupancy and use).<sup>16</sup> (OMC § 10-2.2002(d)(1).) The language in Section 10-2.902(b) and 10-2.904—which limits application of the 2013 Ordinance to tenants at the time the application was filed—further supports the interpretation that the 2013 Ordinance was only intended to be applied prospectively to new housing development applications for land use permits, not extension such as those requested for the Cottage and Mallory Projects. Under the 2013 Ordinance's language, it would only apply to units on the Cottages and Mallory Way sites that were occupied by qualifying tenants as of the date of the applications in 2007 and 2012, respectively, under then-current income thresholds.

Further, the Cottages Project also has a recorded condominium map that converted these rental units into individual condominium units,<sup>17</sup> meaning the City's asserted trigger for the 2013 Ordinance does not apply. (OMC § 10-2.904(a)(1) [exempting single family residential].) This conclusion is underscored by the City's own draft Housing Element which makes clear that the 2013 Ordinance does not apply to housing units on individual lots.<sup>18</sup>

---

<sup>16</sup> The purpose of a DRP is the "maintenance of architectural standards" and as such outlines specific "architectural" and "design" standards for a proposed development, rather than criteria related to the use of the development. (OMC §§ 10-2.2001, 10-2.2004.)

<sup>17</sup> As stated in the October 2022 Staff Report and proposed Resolution, the City Council approved the conversion to condominium with the final map on December 8, 2009, which was recorded on October 8, 2010. Even if the City denies the DRP extension, Becker retains the right to move forward with the sale of each existing condominium, as-is, without approval by the City. Therefore, the City's Affordable Housing policies cited in the staff report as basis to deny the DRP extension do not apply to the Cottages Project because the map has already been recorded, the housing on that parcel was already converted to separate legal lots and each lot may be separately sold as a condominium in accordance with state law and the Code as of the time of map recordation.

<sup>18</sup> City, Housing Element, p. D-46 ("The City implements a replacement housing requirement for the demolition, removal or conversion of housing that is occupied by and affordable to target income households *with the following exceptions: (i) exempt the removal/demolition of single-family homes on a single parcel of record...*")

Of course, the map (which was approved in 2007 and recorded in 2010, before the 2013 Ordinance was enacted), also does not include the necessary language required to apply 2013 Ordinance. (OMC § 10-2.904(e); see also *City of West Hollywood v. Beverly Towers, Inc.* (1991) 52 Cal.3d 1184, 1191 [holding City could not apply later enacted ordinances to a condominium projects with a recorded final map]).<sup>19</sup> Section 10-2.904(e) specifies that “[e]very entitlement for a residential project that is subject to the provisions of this section *shall contain a condition detailing the method of compliance*” and “[e]very final and parcel map *shall bear a note indicating whether compliance with the requirements of this section must be met prior to the issuance of a building permit.*” (Emphasis Added.) The Cottages Project and recorded map do not contain either of these requirements. As such, the 2013 Ordinance does not apply to the project.

As outlined above, the City has taken many actions that underscore its interpretation that the 2013 Ordinance does not apply to the Projects. For example, the City’s Planning Commission considered the Cottages Project at no fewer than 7 public hearings in 2016 (February 17, March 2, March 16, June 1, June 15, and August 17) and once again in October 2017 and never applied the 2013 Ordinance to the Project. The Planning Commission resolution in approving the 2017 time extension (Resolution No. 17-18) found “that pursuant to the findings and conditions contained wherein that the proposed time extension for Design Review Permit (“DRP”) are consistent with the Ojai City Code and General Plan.” This language is mimicked in the 2016 time extension and modification approvals. Similarly, the Planning Commission recommended approval of the time extension for Mallory Project at its February 20 2019 asserting that “the project continues to conform to the OMC and policies of the General Plan.”

Furthermore, the City Council improperly seeks to impose new use conditions on a DRP, which applies solely to physical or architectural attributes of a development project. (OMC § 10-2.2001.) Other permits, such as planned development permits and conditional use permits—that are not relevant to the time extension request because of the final map—are required in addition to a DRP when applicable to a project. Section 10-2.2002 makes clear that the scope of a DRP relates only the “physical attributes of [the] project” not use, occupancy or other considerations. (See OMC § 10-2.2002 [“The basis for approving, conditionally approving or denying a design review permit is expressly limited to physical attributes of a project as opposed to use, occupancy or considerations

---

<sup>19</sup> In September 2022, the Staff Report and proposed Resolution, the substantive basis proposed for denial of the extensions is that, based on changes to the General Plan and Zoning Code, the City Council cannot approve the entitlement as it would be “injurious to the public convenience, health, safety, or general welfare” as it would “convert” affordable housing units. (OMC § 10-2.3203(a)(5).) Not so. The recording of the Cottages final map in 2010, before the City’s 2013 Ordinance was adopted, converted these units into “condominiums,” not the extension of the DRP. The DRP simply seeks to reconstruct or rehabilitate these units to improve their safety by addressing fire life safety items, such as fire sprinkler installation, upgrades to plumbing and electrical (both inside and outside the units), storm drainage improvements, structural upgrades, and general update of the units to modern building code standards. As such, the City Council has no basis to find that the DRP, which would improve the condition of existing units, injures the public convenience, health, safety, or general welfare. Furthermore, the Council later approved the Development Agreement, finding development of the Cottages and Mallory sites to be in the public interest.

other than compliance with the standards set forth in Sections 10-2.2004 and 10-2.2009.”.) Therefore, the City Council cannot improperly expand the scope of review for the DRP to include aspects of the Project’s use; rather the City Council must make its findings on the DRP extensions solely on the basis of design.

**b. Applying the 2013 Ordinance to the Cottages or Mallory Project Extension Applications Violates the Housing Accountability Act**

Any attempt by the City to claim that the 2013 Ordinance apply to these Projects violates the Housing Accountability Act (“HAA”). The HAA supersedes the City’s Code to the extent in conflict. (Gov. Code § 65589.5; see, e.g., OMC § 10-2.704(i) [acknowledging HAA supersedes conflicting City Code provisions].)

Logically, the City cannot apply new zoning code requirements after projects are deemed complete—let alone after the projects are approved (Cottages Project was approved on Nov. 27, 2007 and Mallory Project was approved on June 12, 2012, well before the 2013 Ordinance).<sup>20</sup> (See Gov. Code § 65589.5(j); *Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755, 777, review denied May 11, 2022 [The HAA requires local government “to proceed by way of clear rules adopted in advance, rather than by ad hoc decisions to accept or reject proposed housing.”].)

Second, even if the 2013 Ordinance applied to the extension applications—which it does not since extensions are not an application for a land use permit under the OMC Section 10-2.902(b)—the City failed to provide our client with notice within 30 days of the complete extension applications, so the applications were deemed consistent with applicable City standards. (Gov. Code § 65589.5(j)(2).)<sup>21</sup> Third, the City has not and cannot make the findings required to otherwise deny the Projects based on an unmitigable, specific, adverse impact to public health and safety.<sup>22</sup> (Gov. Code § 65589.5(j)(1).)

---

<sup>20</sup> The HAA applies to all votes on land use approvals or entitlements necessary for issuance of a building permit. (Gov. Code § 65589.5(h)(6); HCD, Housing Accountability Act Technical Assistance Advisory (Government Code Section 65589.5), p. 9 (Sep. 15, 2020).

<sup>21</sup> Our client submitted a complete extension application on March 15, 2019 for the Cottages Project; thus the City had until April 15, 2019 (30 days) to provide them written notice of the applicable standards under the HAA. Instead, the Planning Commission approved the extension on April 3, 2019, which two City Council members appealed on April 9, 2019. It was not until the May 14, 2019 City Council meeting that the City took a written the position that the 2013 Ordinance applied—well after the April 15, 2019 date required by the HAA. (Gov. Code § 65589.5(j)(2), (3).) For the Mallory Project, our client submitted an extension application on May 15, 2017, even conservatively assuming this extension application was not deemed complete as a matter of law on June 14, 2017 (Gov. Code § 65943), the City must have deemed it complete prior to the February 20, 2019 Planning Commission meeting where it was approved. Even using this conservative estimate, the City was required to provide written notice of its position as to the purported applicability of the 2013 Ordinance on or before March 22, 2019. It did not do so until May 14, 2019. Thus, the Projects’ extension applications are both deemed consistent with the 2013 Ordinance as a matter of law, and the City cannot retroactively apply them to the Projects now. (Gov. Code § 65589.5(j)(2), (3).)

<sup>22</sup> Under the HAA, “a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.” (Gov. Code § 65589.5(j)(1)(A) (Emphasis added).) Moreover, the Legislature has

Finally, retroactively applying the City's 2013 Ordinance provisions to 2007 and 2012 project approvals does not make sense. Developers need to understand the applicable rules when designing and permitting housing projects—that is a cornerstone of the HAA. (Gov. Code § 65589.5(a) & (j)(1); see also *Id.* §§ 65943, 65905.5.) Allowing retroactive application of new standards to long-approved housing projects improperly blocks housing development.

Therefore, it is improper for the City to now assert that the 2013 Ordinance applies to the Projects' extension applications. Denying the extension applications would be arbitrary and capricious, a violation of the City's Code, and a violation of the HAA. Should the City decide to deny the extension applications, Ojai Bungalows will have to pursue litigation against the City for the reasons detailed in this letter. This will expose the City to significant attorneys' fees, not only from costs of hiring the City's own counsel, but if Ojai Bungalows prevails in the litigation, the City could be liable for Ojai Bungalows' attorneys' fees. (See Gov. Code 65589.5(k)(1)(A)(ii) [Court "shall" award attorneys' fees except under extraordinary circumstances where it finds that awarding fees would not further the purposes of the HAA]; Gov. Code 65589.5(l) [if the court finds the City denied the Project in bad faith, the fine shall be multiplied by a factor of five].) To avoid this risk, and for the reasons detailed above, we ask that the City grant the extension applications.

### III. Approving the Extension Applications Is Right for the Environment

Claims that the Cottages and Mallory Projects, along with our clients other housing development projects, will negatively impact the environment are unsupported.<sup>23</sup> It may seem counterintuitive, but redevelopment of the City's antiquated housing stock is the best way for the City to meet its climate goals. Infill redevelopment on unused and underutilized land within existing areas is critical to accommodate growth and to redesign cities to be more sustainable.<sup>24</sup> Plus, it will help ensure Ojai provides sufficient humane, affordable housing for its residents. That is because the City's old housing stock was constructed under old building codes, but the proposed new and refurbished units must comply with updated building codes. This will result in enormous water savings per unit and increased energy efficiency for every unit, and it will significantly decrease fire, flood, and earthquake risk for the residents. New and updated housing units further will permit more members of the Ojai workforce to live within City limits thereby reducing commutes and vehicle miles traveled. This has been analyzed by numerous experts, such as:

- Sierra Club, Guidance For Smart Growth And the Urban Infill Policy (Aug. 2021) available at <https://drive.google.com/file/d/11R80kTpPMYZ9XWbQrGdh4KuhNORKf8LG/view> ["If we begin to rebuild our existing neighborhoods and regional infrastructure around properly tailored

---

declared that "the conditions that would have a specific, adverse impact upon the public health and safety ... arise infrequently." (Gov. Code § 65589.5(a)(3).)

<sup>23</sup> See also letter from B. Collins to City of Ojai dated October 18, 2023 re "Response Regarding Various Environmental Comments; Becker Development Agreement October 18, 2023 Council Hearing."

<sup>24</sup> California Governor's Office of Planning and Research, Infill Development <https://opr.ca.gov/planning/land-use/infill-development/> (accessed on Oct. 24, 2022).

Smart Growth design, instead of continuing to build new sprawling development, we can save vast amounts of land. We can also dramatically cut our climate emissions while creating more convenient and equitable neighborhoods and regions. In addition to better environmental and social outcomes this strategy can also better serve the economic needs of our society.”]

- **Terner Center for Housing Innovation, University of California, Berkeley, Right Type, Right Place: Assessing the Environmental and Economic Impacts of Residential Development Through 2030 (Apr. 10, 2017) available at <https://ternercenter.berkeley.edu/research-and-policy/right-type-right-place/> [“Residents in the largest coastal cities in California encounter some of the most unaffordable homes in the nation, caused in large part by a thriving economy and a multi-decade-long undersupply of housing relative to population and job growth. In addition to the income squeeze of unaffordable homes and long commutes, the housing shortage creates environmental challenges. Most prominently, building more auto-dependent housing far from job centers generates more traffic and air pollution while destroying open space and agricultural lands. . . . Of the three housing production scenarios analyzed, the Centers found that the *infill-focused housing growth scenario provides the best outcomes for meeting the state’s climate goals while also producing economic benefits. This scenario could help avert at least 1.79 million metric tons of greenhouse gases annually compared to the business-as-usual scenario, based on reduced driving miles and household energy usage alone.*”(Emphasis added).]**
- **Smith Group, DC, Low-Impact Infill Housing, Combat the Climate Challenge, the Housing Crisis & Disrupt Development (Sept. 2021) available at <https://www.smithgroup.com/sites/default/files/2021-09/2021%20LIH%20DIY%20Guide%20%281%29.pdf> [“Cool Climate Network found that urban infill held the greatest opportunity to reduce GHG (greenhouse gases), making low-impact, infill housing the lowest hanging fruit with the highest return that is accessible to a wide range of stakeholders.”]**
- **Tyler Adams, Encourage Infill Development, Sustainable Development Code, available at <https://sustainablecitycode.org/brief/encourage-infill-development-5/> [“[I]nfill development helps combat sprawl, which is often comprised of low density development and the separation of uses, thus increasing a community’s reliance on automobiles. ” (Citations omitted).] (accessed on Oct. 24, 2022).**
- **State of California, Urban Strategy For California (April 18, 1979) available at [https://opr.ca.gov/docs/20190325-urban\\_strategy-ocr.pdf](https://opr.ca.gov/docs/20190325-urban_strategy-ocr.pdf) [The report establishes a goal to “improve existing housing and encourage new urban development” and acknowledges that to accomplish the states goal of a society in harmony with the land “California must commit itself to more compact urban areas, to the revitalization of its existing cities and suburbs, to the continued protection of its best agricultural lands.”]**

Thus, this Project will result in a safer, more resilient, and climate friendly Ojai.

Mr. Lucas Siebert  
August 11, 2023  
Page 14

**IV. The City Should Approve the Extensions to Promote Housing Development with the City.**

Our clients have sought to work cooperatively with the City to revitalize the Ojai's housing stock and build the first privately developed affordable housing within the City in decades. However, Ojai Bungalows no longer feels they can partner with the City to promote affordable housing through the Development Agreement due to City Council's lack of support, and in many cases, outright opposition to the Development Agreement. Thus, Ojai Bungalows feels compelled to walk away from the Development Agreement to pursue development of the Cottages and Mallory Projects as well as the development of three other affordable housing projects within the City consistent with their legal rights under the City's Code and applicable state housing laws.

Ojai Bungalows does not take this position lightly and remains committed to housing projects within the City that provide meaningful new affordable housing within the City. We hope that the City Council will review our clients' applications consistent with applicable law and recognize Ojai Bungalows' projects as an opportunity for the City to meet its RHNA obligations and provide significant new housing opportunities for City residents from all income categories. Approving Ojai Bungalows' five projects as currently proposed will provide 78 units, including 30 deed restricted affordable units (21 moderate, 7 low and 2 very low) and demonstrate the City Council's interest in affirmatively further fair housing.

As a first step toward showing the City's commitment to revitalizing and providing new, modern housing within the City, we respectfully request that staff make the right decision for the City of Ojai and its residents and calendar and recommend approval of the Extension Applications.

Sincerely,



Beth A. Collins

Cc: Matthew Summers, City Attorney

## Exhibit D

## Exhibit D

## Hofer, Matthew L.

---

**From:** Matthew Summers <msummers@chwlaw.us>  
**Sent:** Tuesday, November 21, 2023 6:27 PM  
**To:** Collins, Beth A.  
**Cc:** Lucas Seibert; Carl Alameda; Carlson, Mack; Andersen, Ginger C.; Hofer, Matthew L.; Hart, Melinda R.; Sunny Soltani; Aleks R. Giragosian  
**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Hi Beth, and all,

I know you and Sunny spoke yesterday and I'm glad we're already moving forward in a positive direction.

I've conferred with the Mayor and Acting City Manager and we can schedule the extension hearings for a special Council meeting in the third week of December. We're polling the Council as to an exact date among Monday, December 18, Wednesday December 20, and Thursday December 21. I'll also ask if you can let us know if any of those three dates do not work for you and your clients. From there, we can set the exact date and get the noticing going.

Thank you,  
-Matt

### Matthew T. Summers

*Shareholder*

#### Colantuono, Highsmith & Whatley, PC

790 E. Colorado Blvd., Suite 850 | Pasadena, CA 91101

Direct 213-542-5719 Main 213-542-5700

Email: [msummers@chwlaw.us](mailto:msummers@chwlaw.us) Web: [www.chwlaw.us](http://www.chwlaw.us)

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

**From:** Collins, Beth A. <BCollins@bhfs.com>  
**Sent:** Friday, November 17, 2023 11:06 AM  
**To:** Sunny Soltani <ssoltani@awattorneys.com>; Matthew Summers <msummers@chwlaw.us>; Maria Oba Minassian <mobaminassian@chwlaw.us>  
**Cc:** Lucas Seibert <Lucas.seibert@ojai.ca.gov>; Carl Alameda <Carl.Alameda@ojai.ca.gov>; Carlson, Mack <mcarlson@bhfs.com>; Andersen, Ginger C. <gandersen@bhfs.com>; Hofer, Matthew L. <mhofer@bhfs.com>; Hart, Melinda R. <MHart@BHFS.com>  
**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Hello Sunny. I'm happy to speak with you at any time. I'm in a Coastal Commission hearing now, but can talk later today or over the weekend. This issue is a high priority for my client, and frankly we've been waiting far too long to get our extensions scheduled, so my deadline of **Monday at noon remains for scheduling a Council hearing in the next 30 days (as your Code requires)**. Let's get this scheduled. Looking forward to working with you. Thank you. Beth

**Beth A. Collins**  
Brownstein Hyatt Farber Schreck, LLP  
805-452-6283 cell

**From:** Sunny Soltani <[ssoltani@awattorneys.com](mailto:ssoltani@awattorneys.com)>

**Sent:** Friday, November 17, 2023 10:32 AM

**To:** Collins, Beth A. <[BCollins@bhfs.com](mailto:BCollins@bhfs.com)>; Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>; Maria Oba Minassian <[mobaminassian@chwlaw.us](mailto:mobaminassian@chwlaw.us)>

**Cc:** Lucas Seibert <[Lucas.seibert@ojai.ca.gov](mailto:Lucas.seibert@ojai.ca.gov)>; Carl Alameda <[Carl.Alameda@ojai.ca.gov](mailto:Carl.Alameda@ojai.ca.gov)>; Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>

**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Thanks for the introduction Matt. Nice to meet you via email Beth.

Beth, since I'm new to all of this, I'd like to have a zoom or a sit down with you before the City takes any action. I understand your client has been waiting for a hearing. I need to wrap my head around the background facts and legal positions from both sides to make informed recommendations to the City. I know the City's objectives are to find a positive path forward and to that end, I think a critical part of that requires a conversation between myself and you. In that conversation we can discuss a hearing date also.

Let me know when we can meet via zoom or in person. Look forward to working with you all to resolve these important matters.

Best,  
Sunny

**From:** Collins, Beth A. <[BCollins@bhfs.com](mailto:BCollins@bhfs.com)>

**Sent:** Thursday, November 16, 2023 8:17 PM

**To:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>; Sunny Soltani <[ssoltani@awattorneys.com](mailto:ssoltani@awattorneys.com)>; Maria Oba Minassian <[mobaminassian@chwlaw.us](mailto:mobaminassian@chwlaw.us)>

**Cc:** Lucas Seibert <[Lucas.seibert@ojai.ca.gov](mailto:Lucas.seibert@ojai.ca.gov)>; Carl Alameda <[Carl.Alameda@ojai.ca.gov](mailto:Carl.Alameda@ojai.ca.gov)>; Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>

**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

**EXTERNAL SENDER**

Matthew,

Thank you for your response. Carl and Sunny, nice to meet you by email. Looking forward to meeting you in person. I'm all for setting a time to talk, but first, **please schedule our extension applications for a City Council hearing in the next 30 days.** Then we can schedule a time to talk. Again, if we don't have your confirmation by Monday at noon, we will be forced to bring a writ action to compel the City to comply with Section 10-2.3004.

Thank you.

Beth

**Beth A. Collins**

**Brownstein Hyatt Farber Schreck, LLP**

**805-452-6283 cell**

**From:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>  
**Sent:** Thursday, November 16, 2023 4:47 PM  
**To:** Collins, Beth A. <[BCollins@bhfs.com](mailto:BCollins@bhfs.com)>; Sunny Soltani <[ssoltani@awattorneys.com](mailto:ssoltani@awattorneys.com)>; Maria Oba Minassian <[mobaminassian@chwlaw.us](mailto:mobaminassian@chwlaw.us)>  
**Cc:** Lucas Seibert <[Lucas.seibert@ojai.ca.gov](mailto:Lucas.seibert@ojai.ca.gov)>; Carl Alameda <[Carl.Alameda@ojai.ca.gov](mailto:Carl.Alameda@ojai.ca.gov)>; Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>  
**Subject:** Re: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Hi Beth,

Apologies for the delayed response - you may have heard that Mark Scott left the City this week. Carl Alameda is now Acting City Manager.

I'd like to invite us all to sit down and schedule a meeting in the next week or so to look ahead and plan date options for the extensions hearings and to sit down and discuss overall options for your client's projects. Sunny Soltani, copied here, will be joining as the City's new additional housing counsel and I'd like to get her wisdom in our discussions as we consider and come to agreement re the next steps for the extension applications and for the other projects.

To that end I'll ask my Assistant Maria to send a calendar doodle to find a time that works for you, Lucas, Sunny, and me - looking at the next two weeks.

Thanks,  
-Matt

Matthew Summers, Esq.  
Colantuono, Highsmith & Whatley, PC  
213.542.5719

On Nov 16, 2023, at 4:36 PM, Collins, Beth A. <[BCollins@bhfs.com](mailto:BCollins@bhfs.com)> wrote:

Following up on my email from yesterday. Please let us know by Monday at noon that you will schedule our extensions in the next 30 days. Thank you. Beth

Beth A. Collins  
Brownstein Hyatt Farber Schreck, LLP  
805-452-6283 cell

**From:** Collins, Beth A.  
**Sent:** Wednesday, November 15, 2023 11:18 AM  
**To:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>; Mark Scott <[Mark.Scott@ojai.ca.gov](mailto:Mark.Scott@ojai.ca.gov)>; Lucas Seibert <[Lucas.seibert@ojai.ca.gov](mailto:Lucas.seibert@ojai.ca.gov)>; Carl Alameda <[Carl.Alameda@ojai.ca.gov](mailto:Carl.Alameda@ojai.ca.gov)>  
**Cc:** Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>  
**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Hello all. It's been a month since we heard anything from you. Please schedule our extension matters for hearing for the next Council meeting.

Section 10-2.3004 mandates scheduling of the hearing within 30 days of the appeal. There is no reason for further delay. The City scheduled our extensions last year. This process was paused to allow for negotiation of the Development Agreement (DA). We requested that these hearings be scheduled back in the Spring, and then at your request, followed up with a formal letter on August 11, withdrawing the DA and requesting that our extension applications be scheduled for hearing. It's been 3 months since that request. This delay is completely unreasonable. Especially when we were offered a hearing date in October and November, but then were never scheduled.

Please schedule us at your next hearing. Otherwise we will be forced to bring a writ to get the City to schedule us. Also, fyi, we are aware of the new pending ordinance requiring disclosure of affordable rents. Without agreeing about the legality of the ordinance, we are glad to submit that information if that will facilitate the process of us getting schedule for the next City Council hearing.

Additionally, you promised us about a month ago you would send us dates to discuss our other affordable housing projects, and we have yet to hear back from you. Can you please send us some dates?

Thank you.  
Beth

**Beth A. Collins**  
Brownstein Hyatt Farber Schreck, LLP  
805-452-6283 cell

**From:** Collins, Beth A.  
**Sent:** Tuesday, November 7, 2023 10:25 AM  
**To:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>  
**Cc:** Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>; Mark Scott <[Mark.Scott@ojai.ca.gov](mailto:Mark.Scott@ojai.ca.gov)>; Carl Alameda <[Carl.Alameda@ojai.ca.gov](mailto:Carl.Alameda@ojai.ca.gov)>; Lucas Seibert <[Lucas.seibert@ojai.ca.gov](mailto:Lucas.seibert@ojai.ca.gov)>  
**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Matthew,  
Following up again. It's been weeks since your last email. Where are we with scheduling a date for our extension applications? We submitted our request to be calendared back on August 11. You offered us 10/24, then 11/14.... And now it's radio silence. Can you please schedule us immediately for our hearing on these housing projects?

Separately, you offered to sit down with us to discuss the incomplete letter you sent related to our three other projects. Can you please send us potential dates for that meeting as well?  
Beth

**Beth A. Collins**  
Brownstein Hyatt Farber Schreck, LLP  
805-452-6283 cell

**From:** Collins, Beth A.  
**Sent:** Monday, October 30, 2023 2:22 PM  
**To:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>  
**Cc:** Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew

L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>

**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Matthew,  
Following up with you on this again.  
Beth

**Beth A. Collins**  
Brownstein Hyatt Farber Schreck, LLP  
805-452-6283 cell

**From:** Collins, Beth A.  
**Sent:** Monday, October 23, 2023 3:09 PM  
**To:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>  
**Cc:** Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>  
**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Matthew,  
Following up with you again to schedule these dates.  
Beth

**Beth A. Collins**  
Brownstein Hyatt Farber Schreck, LLP  
805-452-6283 cell

**From:** Collins, Beth A.  
**Sent:** Monday, October 16, 2023 1:10 PM  
**To:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>  
**Cc:** Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>  
**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

November 14 works for us. Please do schedule us for that date.  
We look forward to scheduling a discussion re the other three applications ASAP.  
Thank you.  
Beth

**Beth A. Collins**  
Brownstein Hyatt Farber Schreck, LLP  
805-452-6283 cell

**From:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>  
**Sent:** Monday, October 16, 2023 12:17 PM  
**To:** Collins, Beth A. <[BCollins@bhfs.com](mailto:BCollins@bhfs.com)>  
**Cc:** Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>  
**Subject:** RE: Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Thank you Beth. As events have developed, October 24 is no longer an option for the extensions hearing. We'll look to target November 14, but I of course need to reserve all discretion for the Council.

I'll confer with Lucas and Mark as to available dates for a discussion re the application processing plan and will get back to you.

Thanks,  
-Matt

**Matthew T. Summers**

*Shareholder*

**Colantuono, Highsmith & Whatley, PC**

790 E. Colorado Blvd., Suite 850 | Pasadena, CA 91101

**Direct 213-542-5719 Main 213-542-5700**

**Email: [msummers@chwlaw.us](mailto:msummers@chwlaw.us) Web: [www.chwlaw.us](http://www.chwlaw.us)**

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

**From:** Collins, Beth A. <[BCollins@bhfs.com](mailto:BCollins@bhfs.com)>

**Sent:** Monday, October 16, 2023 12:04 PM

**To:** Matthew Summers <[msummers@chwlaw.us](mailto:msummers@chwlaw.us)>

**Cc:** Carlson, Mack <[mcarlson@bhfs.com](mailto:mcarlson@bhfs.com)>; Andersen, Ginger C. <[gandersen@bhfs.com](mailto:gandersen@bhfs.com)>; Hofer, Matthew L. <[mhofer@bhfs.com](mailto:mhofer@bhfs.com)>; Hart, Melinda R. <[MHart@BHFS.com](mailto:MHart@BHFS.com)>

**Subject:** Ojai Bungalows: Scheduling time extensions and meeting to discuss other three applications

Matthew,

Hope you had a good week. Just got back into town. Following up on our phone discussion as I was on my way out of town.

You offered 10/24 or 11/14 as potential dates for the hearing on our extension applications. I spoke to my clients and we would like to proceed with 10/24.

We'd also like to take you up on our offer to meet to discuss the other three pending application, the incomplete letters we just received, and options for going forward.

I'm available Tuesday 9:30am-1pm, Wednesday 12-3pm, or Friday 10:30-5pm. Anything in those windows work for you all?

Beth

***Beth A. Collins***

*Shareholder*

**Brownstein Hyatt Farber Schreck, LLP**

1021 Anacapa Street, 2nd Floor

Santa Barbara, CA 93101

805.882.1419 tel

805.452.6283 cell

[BCollins@bhfs.com](mailto:BCollins@bhfs.com)

***Brownstein - we're all in.***

STATEMENT OF CONFIDENTIALITY & DISCLAIMER: The information contained in this email message is attorney privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any

dissemination, distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify us immediately by calling (303) 223-1300 and delete the message. Thank you.

STATEMENT OF CONFIDENTIALITY & DISCLAIMER: The information contained in this email message is attorney privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify us immediately by calling (303) 223-1300 and delete the message. Thank you.

STATEMENT OF CONFIDENTIALITY & DISCLAIMER: The information contained in this email message is attorney privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify us immediately by calling (303) 223-1300 and delete the message. Thank you.

STATEMENT OF CONFIDENTIALITY & DISCLAIMER: The information contained in this email message is attorney privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify us immediately by calling (303) 223-1300 and delete the message. Thank you.

# Exhibit E

# City Council Agenda, Video & Minutes

[Signup to receive commission agendas by e-mail](#)

2023

November 14, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Comments</a>	<a href="#">Video</a>
November 13, 2023 Closed Session	<a href="#">Agenda</a>	None	<a href="#">Video</a>
October 24, 2023 Closed Session	<a href="#">Agenda</a>	<a href="#">Comments</a>	<a href="#">Video</a>
October 24, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Comments</a>	
October 10, 2023, Regular Meeting	<a href="#">Agenda</a>	<a href="#">Comments</a>	<a href="#">Video</a>
October 3, 2023 Special Meeting	<a href="#">Agenda</a>	<a href="#">Comments</a>	<a href="#">Video</a>
Sept. 26, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Comments</a>	<a href="#">Video</a>
Sept. 12, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a> <a href="#">Comments</a>	<a href="#">Video</a>
August 30, 2023 Special Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a> <a href="#">Comments</a>	<a href="#">Video</a>

Select Language 

Go to [Translate](#)

August 22, 2023 Regular Meeting	<a href="#">Agenda</a>		<a href="#">Comments</a>	<a href="#">Video</a>
August 22, 2023 Closed Session	<a href="#">Agenda</a>		None	<a href="#">Video</a>
August 15, 2023 Special Meeting	<a href="#">Agenda</a>		<a href="#">Comments</a>	<a href="#">Video</a>
August 8, 2023 Regular Meeting	<a href="#">Agenda</a>		<a href="#">Comments</a>	<a href="#">Video</a>
August 8, 2023 Closed Session	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
July 25, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
July 11, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
June 29, 2023 Closed Session	<a href="#">Agenda</a>			<a href="#">Video</a>
June 27, 2023 Regular Meeting	<a href="#">Agenda</a>		<a href="#">Comments</a>	<a href="#">Video</a>
June 27, 2023 Special Joint Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>		<a href="#">Video</a>
June 13, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
May 23, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
May 22, 2023 Special Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>

May 16, 2023 Closed Session	<a href="#">Notice of Cancellation</a>			
May 9, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
April 25, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
April 18, 2023 Special Joint Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
April 11, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
March 28, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
March 21, 2023 Closed Session	<a href="#">Agenda</a>	<a href="#">Minutes</a>		<a href="#">Video</a>
March 14, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
February 28, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
February 14, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
February 7, 2023 Closed Session	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
January 24, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
January 10, 2023 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments Regular &amp; Closed</a>	<a href="#">Video</a>

January 9, 2023 Closed Session	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Video</a>
--------------------------------------	------------------------	-------------------------	-----------------------

## 2022

December 27, 2022 Regular Meeting	<a href="#">Notice of Cancellation</a>			
December 13, 2022 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
October 25, 2022 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
October 18, 2022 Special Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
October 11, 2022 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
September 27, 2022 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
September 13, 2022 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
August 23, 2022 Regular Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
August 9, 2022 Regular Meeting	<a href="#">Notice of Cancellation</a>			
July 27, 2022 Special Meeting	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Comments</a>	<a href="#">Video</a>
July 26, 2022 Regular Meeting	<a href="#">Notice of Cancellation</a>			