

ORDINANCE NO. 2020-024

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN BUENAVENTURA, CALIFORNIA, AMENDING CHAPTER 6.1020, “TEMPORARY EVICTION MORATORIUM,” OF THE SAN BUENAVENTURA MUNICIPAL CODE AND DECLARING THE URGENCY THEREOF

WHEREAS, Section 706(c) of the Charter of the City of San Buenaventura authorizes the City Council to adopt emergency ordinances which become effective immediately upon adoption when the City Council determines the same is necessary to preserve the public peace, health, or safety, and the emergency ordinance contains the reasons for its urgency; and,

WHEREAS, International, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and,

WHEREAS, On March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and,

WHEREAS, On March 12, 2020, the Ventura County Board of Supervisors and Public Health Department declared a local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and,

WHEREAS, On March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and,

WHEREAS, On March 15, 2020, the City Manager, acting as the Director of Disaster Services under Chapter 2.370 of the San Buenaventura Municipal Code, proclaimed the existence of a local emergency to ensure the availability of mutual aid and an effective response to COVID-19 and this declaration was confirmed by Resolution of the City Council on March 17, 2020; and,

WHEREAS, On March 16, 2020, the Governor of the State of California issued Executive Order N-28-20 reconfirming the State of Emergency in California as a result of the threat of COVID-19, the additional economic impact the virus is causing to businesses and housing matters, and the need for local jurisdictions to determine, based on their particular needs, additional measures to assist commercial tenancies; and,

WHEREAS, On March 30, 2020, the City Council enacted Ordinance No. 2020-010 to provide eviction protections to both residential and commercial tenants within the City; and,

WHEREAS, On April 6, 2020, the Judicial Council of California adopted emergency rules that would prevent any new or existing unlawful detainer actions from proceeding in court, protecting both commercial and residential tenants from eviction; and,

WHEREAS, On August, 16, 2020, the Judicial Council voted to end their eviction protections on September 1, 2020; and,

WHEREAS, On August 31, 2020, the State of California enacted AB3088, which provided statewide eviction protections for residential tenants but did not include protections for commercial tenants; and,

WHEREAS, AB3088 protects residential tenants from eviction for not paying rent between March 1, 2020 and January 31, 2021, as long as a residential tenant submits a declaration that they experienced COVID-19-related financial distress and makes a rent payment amounting to 25% of the rent due between September 1, 2020 and January 31, 2021, and requires full rent payments to begin on February 1, 2020; and,

WHEREAS, Because AB3088 provides comprehensive residential protections, the City Council believes that it is appropriate to end the existing protections enacted by the City Council in March and allow AB3088 to provide the sole residential protections; and,

WHEREAS, The City Council, by way of this Ordinance, does hereby remove the City's residential eviction protections by replacing the entirety of Chapter 6.1020 of the San Buenaventura Municipal Code with new commercial eviction protections; and,

WHEREAS, Many commercial tenants in the City of San Buenaventura continue to be negatively impacted by the COVID-19 pandemic and face the real possibility of being forced to close their business permanently if they are not granted financial relief and protection from eviction; and,

WHEREAS, The closure of businesses in the City would result in significant job loss for City residents and would have a great impact on the City's economy; and,

WHEREAS, The City Council finds that immediate adoption of eviction protections for commercial tenants that are similar to the State protections for residential tenants is necessary to preserve the public peace, health and safety.

The Council of the City of San Buenaventura does ordain as follows:

SECTION 1. AMENDMENT TO CODE. Chapter 6.1020, "Temporary Eviction Moratorium," of the San Buenaventura Municipal Code is hereby amended to read as follows:

"Chapter 6.1020 – Temporary Eviction Moratorium for Commercial Tenants

Section 6.1020.010. – Definitions.

Section 6.1020.020. – Requirements for Protection from Eviction for Commercial Tenants.

Section 6.1020.030. – Future Payment and Repayment of Rents.

Section 6.1020.040. – Eviction Moratorium.

Section 6.1020.050. – Required Initial Notice.

Section 6.1020.060. – Required Demand to Pay Rent.

Section 6.1020.070. – Declaration of COVID-19-Related Financial Distress.

Section 6.1020.080. – Affirmative Defense

Section 6.1020.090. – Violation of the Chapter.

Section 6.1020.100. – Non-Waiver.

Section 6.1020.110. – Partial Invalidity.

Section 6.1020.120. – Chapter's Provisions Sunset.

Section 6.1020.010. – Definitions.

The following definitions apply to the administration and enforcement of this Chapter:

(a) 'Covered Time Period' means the time period between March 1, 2020, and January 31, 2021.

(b) 'COVID-19-Related Financial Distress' means any of the following:

(1) If during the Protected Time Period:

(i) A Tenant experienced lost revenue resulting from business closures related to COVID-19 or other economic impacts of COVID-19.

(2) If during the Transition Time Period:

(i) A Tenant is currently closed due to any state, federal, or local government order issued in response to COVID-19.

(ii) A Tenant is open but has experienced any combination of lost revenue and increased experiences due

to COVID-19 that effectively results in a financial impact to the Tenant equal to 20% or more for the month prior to the date rent is due when compared to the same month's revenues or expenses in the preceding year. For example, a Tenant that, as a result of COVID-19, experiences lost revenue of 14% and increased expenses of 6% (totaling 20%), has a qualifying COVID-19-Related Financial Distress.

(iii) A Tenant has been open for less than one year and has experienced any combination of lost projected revenue and increased projected expenses due to COVID-19 that effectively results in a financial impact to the Tenant equal to 20% or more for the month prior to the date rent is due when compared with pre-COVID-19 revenue and expense projections. For example, a Tenant that, as a result of COVID-19, experiences lost revenue of 14% and increased expenses of 6% (totaling 20%), has a qualifying COVID-19-Related Financial Distress.

(c) 'COVID-19 Rental Debt' means unpaid rent or any other unpaid financial obligation of a Tenant owed to the Landlord under the lease agreement that came due during the Covered Time Period.

(d) 'Declaration of COVID-19-Related Financial Distress' means the following written statement:

'I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

(1) For rents due between March 1, 2020 and October 31, 2020, my business lost revenue because of business closures related to COVID-19 or other economic impacts of COVID-19.

(2) For rents due between November 1, 2020 and January 31, 2021:

(i) My business is currently closed due to a state, federal, or local government order issued in response to COVID-19.

(ii) My business has experienced any combination of lost revenue and increased experiences due to COVID-19 that effectively results in a financial impact equal to 20% or more, as determined by comparing the revenue or expenses for the month prior to the date rent is due with the same month's revenues or expenses in the preceding year.

(iii) My business has been open for less than one year and has experienced any combination of lost projected revenue and increased projected experiences due to COVID-19 that effectively results in a financial impact equal to 20% or more, as determined by comparing the actual revenue or expenses for the month prior to the date rent is due with pre-COVID-19 revenue and expense projections.

Any monetary assistance, including business insurance, the Paycheck Protection Program, or other small business loans under the CARES Act

or other government programs, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of revenue and/or increased expenses.

Signed under penalty of perjury:
Dated: '

(e) 'Landlord' includes all of the following or the agent of any of the following:

- (1) An owner of commercial real property.
- (2) An owner of a nonresidential rental unit.
- (3) The owner of any real property that is not a dwelling unit.

(f) 'Protected Time Period' means the time period between March 1, 2020, and October 31, 2020.

(g) 'Rental Payment' means rent or any other financial obligation of a tenant under the tenancy.

(h) 'Repayment Period' means the time period between February 1, 2021 and January 31, 2022.

(i) 'Tenant' means any person or entity that rents any real property in the City of San Buenaventura that is not a dwelling unit.

(j) 'Transition Time Period' means the time period between November 1, 2020, and January 31, 2021.

Section 6.1020.020. – Requirements for Protection from Eviction for Commercial Tenants.

(a) A Tenant is eligible for eviction protections under this Chapter if a Tenant completes the following requirements:

(1) For Rent Not Paid for Any Portion of the Protected Time Period.

(i) Within 15 business days of receipt of a demand of payment of COVID-19 Rental Debt from a Landlord pursuant to Section 6.1020.060(b), a Tenant must return a Declaration of COVID-19-Related Financial Distress for the Protected Time Period as required by Section 6.1020.070; and,

(ii) Comply with rent payment terms outlined in Section 6.1020.030.

(2) For Rent Not Paid for Any Portion of the Transition Time Period.

(i) Within 15 business days of receipt of a demand of payment of COVID-19 Rental Debt from a Landlord pursuant to Section 6.1020.060(c), the Tenant must return a Declaration of COVID-19-Related Financial Distress for the Transition Time Period as required by Section 6.1020.070;

(ii) Pay at least 25 percent of each month's rent that is otherwise due during the Transition Time Period; provided, however, that a Tenant and Landlord may agree to a monthly rent

payment that is greater than or less than 25 percent as long as the Tenant is not required to agree to any payment that is greater than 25 percent; and,

(iii) Comply with the rent payment terms outlined in Section 6.1020.030.

(b) Should a Tenant fail to satisfy the requirements of this Section, a Landlord may commence unlawful detainer proceedings.

Section 6.1020.030. – Future Payment and Repayment of Rents.

(a) Nothing in this Chapter shall relieve a Tenant of liability for the COVID-19 Rental Debt.

(b) Beginning February 1, 2021, a Tenant must begin making full monthly rental payments, unless the Landlord and Tenant agree to a different payment arrangement in writing.

(c) Repayment of the COVID-19 Rental Debt shall begin on February 1, 2021 according to the following schedule:

(1) A Tenant shall repay 40% of the COVID-19 Rental Debt by July 31, 2021 by making equal monthly payments on the same day monthly rent is due beginning with the February 2021 rent payment.

(2) A Tenant shall repay the remaining 60% of the COVID-19 Rental Debt by January 31, 2022 by making equal, monthly payments on the same day monthly rent is due beginning with the August 2021 rent payment.

(3) All COVID-19 Rental Debt shall be repaid to a Landlord by the end of the Repayment Period.

(d) A Landlord may commence unlawful detainer proceedings if a Tenant fails to make any of the payments outlined in subsection (c) above.

(e) Nothing in this Section shall prevent a Tenant from making greater payments than required by this Section.

(f) Nothing in this Section shall prevent a Tenant and a Landlord from agreeing, in writing, upon a lower monthly payment of the COVID-19 Rental Debt or from extending the Repayment Period.

Section 6.1020.040. – Eviction Moratorium.

(a) Subject to the exceptions in subsection (b) below, a Tenant shall not be guilty of unlawful detainer and the Landlord may not initiate an unlawful detainer action before February 1, 2022 if a Tenant satisfies all the requirements of Section 6.1020.020.

(b) Before February 1, 2022, a Tenant may be guilty of an unlawful detainer if one of the following applies:

(1) The Tenant was guilty of the unlawful detainer before March 1, 2020.

(2) In response to service of a demand of payment of COVID-19 Rental Debt, the Tenant fails to comply with the requirements of Sections 6.1020.020(a)(1) and (2).

(3) Beginning February 1, 2021, the Tenant fails to comply with the requirements of Section 6.1020.030.

(4) (i) The unlawful detainer arises because of a termination of tenancy for any of the following:

- (A) An at-fault just cause eviction.
- (B) A no-fault just cause eviction.
- (C) The owner of the property has entered into a contract for the sale of that property with a buyer who intends to occupy the property, and all legal requirements have been satisfied.

(ii) In an action under this paragraph, other than an action to which paragraphs (2) and (3) also applies, the Landlord shall be precluded from recovering COVID-19 Rental Debt in connection with any award of damages.

Section 6.1020.050. – Required Initial Notice.

(a) A Landlord shall provide, in at least 12-point font, the following notice to a Tenant within 30 days of the first month in which a Tenant does not make a Rental Payment, or by November 30, 2020 if a Tenant has not paid one or more Rental Payments that came due during the Protected Time Period:

**'NOTICE OF PROTECTIONS FOR
COMMERCIAL TENANTS UNABLE TO PAY RENT
DUE TO COVID-19:**

The City of San Buenaventura has enacted an ordinance which protects commercial renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

'COVID-19-related financial distress' means any of the

following:

- (1) If between March 1, 2020 and October 31, 2020:
 - (i) A Tenant experienced lost revenue resulting from business closures related to COVID-19 or other economic impacts of COVID-19.
- (2) If between November 1, 2020 and January 31, 2021:
 - (i) A Tenant is currently closed due to any state, federal, or local government order issued in response to COVID-19.
 - (ii) A Tenant is open but has experienced any combination of lost revenue and increased experiences due to COVID-19 that effectively results in a financial impact to the Tenant equal to 20% or more for the month prior to the date rent is due when compared to the same month's revenues or expenses in the preceding year. For example, a Tenant that, as a result of COVID-19, experiences lost revenue of 14% and increased expenses of 6% (totaling 20%), has a qualifying COVID-19-Related Financial Distress.
 - (iii) A Tenant has been open for less than one year and has experienced any combination of lost projected revenue and increased projected expenses due to COVID-19 that effectively results in a financial impact to the Tenant equal to 20% or more for the month prior to the date rent is due when compared with

pre-COVID-19 revenue and expense projections. For example, a Tenant that, as a result of COVID-19, experiences lost revenue of 14% and increased expenses of 6% (totaling 20%), has a qualifying COVID-19-Related Financial Distress.

This law gives you the following protections:

- (1) If you failed to make rental payments due between March 1, 2020, and October 31, 2020, because you had decreased revenues or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment as long as you satisfy the repayment terms described in the San Buenaventura Municipal Code Section 6.1020.030.
- (2) If you are unable to pay full rent payments that come due between November 1, 2020, and January 31, 2021, because of decreased revenue or increased expenses of at least 20% due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of each rental payment due monthly and satisfy the repayment terms described in the San Buenaventura Municipal Code Section 6.1020.030.

Before your landlord can try to evict you for failing to make a rental payment between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day demand that informs you of the amounts owed and includes a blank COVID-19 financial impact declaration form for you to return.

**IN ORDER TO BE PROTECTED BY THE
EVICTION PROTECTIONS DESCRIBED ABOVE,
YOU MUST RETURN TO YOUR LANDLORD THE
DECLARATION FORM UNDER PENALTY OF**

PERJURY OF YOUR COVID-19-RELATED FINANCIAL DISTRESS ATTESTING TO THE DECREASED REVENUE OR INCREASED EXPENSES DUE TO THE COVID-19 PANDEMIC.

It is very important you do not ignore a 15-day demand to pay rent from your landlord. IF YOU ARE SERVED WITH A 15-DAY DEMAND AND DO NOT PROVIDE THE DECLARATION FORM TO YOUR LANDLORD BEFORE THE 15-DAY DEMAND EXPIRES, YOU COULD BE EVICTED. You could also be evicted beginning November 1, 2020, if you owe rental payments due between November 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments due for that time period. You and your landlord may come to an agreement that allows for a rental payment that is greater than or less than 25 percent; however, you are not required to agree to any payment that is greater than 25 percent.

For information about legal resources that may be available to you, visit lawhelpca.org.

- (b) The Landlord may provide the notice required by subdivision (a) by mail or in person.
- (c)
 - (1) A Landlord may not serve a demand pursuant to subdivision (b) or (c) of Section 6.1020.060 before the Landlord has provided the notice required by subdivision (a) of this Section.
 - (2) The notice required by subdivision (a) of this Section may be provided to a Tenant concurrently with a demand pursuant to subdivision (b) or (c) of Section 6.1020.060.

Section 6.1020.060. – Required Demand to Pay Rent.

(a) (1) In addition to any notice required by law, Landlord shall also serve Tenant a demand as required by this section. A demand which does not meet the requirements of this section, regardless of when the demand was issued, shall be deemed insufficient and Tenant may raise an affirmative defense based on the insufficient demand in a cause of action for unlawful detainer or a default judgment.

(2) Notwithstanding paragraph (1), this section shall have no effect if the Landlord lawfully regained possession of the property or obtained a judgment for possession of the property before the operative date of this Section.

(b) Payment of Rent Due During Protected Time Period. If the demand demands payment of rent that came due during the Protected Time Period, the demand shall comply with all of the following:

(1) Provide that a Tenant must pay the amount due, deliver possession of the property, or return the Declaration of COVID-19-Related Financial Distress within 15 days, excluding Saturdays, Sundays, and other judicial holidays, after receiving the demand outlined herein.

(2) The demand shall set forth the amount of rent demanded and the date each amount became due.

(3) The demand shall include the following text in at least 12-point font:

'DEMAND TO PAY UNPAID RENT DUE TO COVID-19:

If you are unable to pay the amount

demanded in this demand, and are closed due to a government order or have decreased revenue or increased expenses due to COVID-19, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your demand to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and begin repayment of this missed payment beginning February 1, 2021. **IF YOU DO NOT SIGN AND DELIVER THE DECLARATION WITHIN 15 DAYS, YOU MAY LOSE THE EVICTION PROTECTIONS AVAILABLE TO YOU.** You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, but you cannot be evicted if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this demand may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.¹

(c) Payment of Rent Due During Transition Time Period. If the demand demands payment of rent that came due during the Transition Time Period, the demand shall comply with all of the following:

(1) Provide that a Tenant must pay the amount due, deliver possession of the property, or return the Declaration of COVID-19-Related Financial Distress within 15 days, excluding Saturdays, Sundays, and other judicial holidays, after receiving

the demand outlined herein.

(2) The demand shall set forth the amount of rent demanded and the date each amount became due.

(3) The demand shall include the following text in at least 12-point font:

'DEMAND TO PAY UNPAID RENT DUE TO COVID-19:

If you are unable to pay the amount demanded in this demand, and are closed due to government order or have decreased revenue or increased expenses of 20% or more due to COVID-19, you may sign and deliver the declaration form included with your demand to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below) and begin repayment on February 1, 2021. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, pay a monthly rental payment in an amount that equals at least 25 percent of each month's rent that you were unable to pay as a result of decreased revenue or increased expenses due to COVID-19 during the period between November 1, 2020, and January 31, 2021, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay in full that comes due between November 1, 2020, and January 31, 2021. You and your landlord may come to an agreement that

allows for a rental payment that is greater than or less than 25 percent; however, you are not required to agree to any payment that is greater than 25 percent.

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your property if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. FAILURE TO RESPOND TO THIS DEMAND MAY RESULT IN AN UNLAWFUL DETAINER ACTION (EVICTION) BEING FILED AGAINST YOU.

For information about legal resources that may be available to you, visit lawhelpca.org.

(d) An unsigned copy of a Declaration of COVID-19-Related Financial Distress shall accompany each demand delivered to a Tenant to which subdivision (b) or (c) is applicable.

(e) If a Tenant owes a COVID-19 Rental Debt to which both subdivisions (b) and (c) apply, the Landlord shall serve two separate demands that comply with subdivisions (b) and (c), respectively.

Section 6.1020.070. – Declaration of COVID-19-Related Financial Distress.

(a) A Tenant shall deliver a signed copy of a Declaration of COVID-19-Related Financial Distress within 15 days of receipt of the demand to pay rent as required by Section 6.1020.060.

(b) A Tenant may deliver the Declaration of COVID-19-Related Financial Distress to the Landlord by any of the following methods:

- (1) In person, if the Landlord indicates in the demand an address at which the declaration may be delivered in person.
- (2) By electronic transmission, if the Landlord indicates an email address in the demand to which the declaration may be delivered.
- (3) Through United States mail to the address indicated by the Landlord in the demand. If the Landlord does not provide an address pursuant to subparagraph (1), then it shall be conclusively presumed that upon the mailing of the declaration by the Tenant to an address previously provided by the Landlord, the declaration is deemed received by the Landlord on the date posted, if the Tenant can show proof of mailing to the address provided by the Landlord.
- (4) Through any of the same methods that the Tenant can use to deliver the payment pursuant to the demand if delivery of the declaration by that method is possible.

Section 6.1020.080. – Affirmative Defense

In any action by a Landlord to recover possession of a property, the Tenant may raise as an affirmative defense any violation or noncompliance with the provisions of this Chapter.

Section 6.1020.090. – Violation of the Chapter.

In addition to any other remedies available under law, any violations of the provisions of this Chapter or application thereof shall entitle the aggrieved Tenant to bring a cause of action for injunctive relief and to recover

actual damages, costs, and reasonable attorney's fees.

Section 6.1020.100 – Non-Waiver.

Except as otherwise provided herein, the provisions of this Chapter may not be waived, and any term of any lease, contract, or other agreement which purports to waive or limit a Tenant's rights under this Chapter is contrary to public policy, unenforceable, and void.

Section 6.1020.110. – Chapter's Provisions Sunset.

The provisions of this Chapter shall sunset on February 1, 2022."

SECTION 2. EFFECTIVE DATE. This Ordinance is an Emergency Ordinance pursuant to City Charter Section 706(c) shall be in full force and effect immediately upon its adoption.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Emergency Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Emergency Ordinance. The City Council hereby declares that it would have adopted this Emergency Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. PUBLICATION. The City Clerk is directed to cause a summary of this Emergency Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

PASSED and ADOPTED this 12th day of October 2020.



MATT LAVERE
Mayor

ATTEST:



Antoinette M. Mann
ANTOINETTE M. MANN, MMC, CRM
CITY CLERK

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: 
Megan Lorenzen
Assistant City Attorney

10/2/20

Date

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.
CITY OF SAN BUENAVENTURA)

I, ANTOINETTE M. MANN, City Clerk of the City of San Buenaventura, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Ordinance No. 2020-024 that was introduced and adopted by said City Council at a regular meeting held October 12, 2020, by the following vote:

AYES: Councilmembers Nasarenko, Brown, Friedman, Weir, Heitmann, Deputy Mayor Rubalcava, and Mayor LaVere

NOES: None

ABSENT: None

I further certify that said Ordinance No. 2020-024 was published as required by law in the VENTURA COUNTY STAR, a newspaper of general circulation printed and published in said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Buenaventura, California.

Antoinette M. Mann, MMC, CRM
City Clerk
City of San Buenaventura, California

October 16, 2020
Date Attested

