

SUPPLEMENTAL STAFF REPORT

DATE: March 24, 2020
TO: City Council
FROM: City Manager Mike Webb
RE: Urgency Ordinance Adopting Emergency Eviction Regulations: Response to Comments

This supplemental staff report briefly analyzes the proposed modifications to the Eviction Moratorium Urgency Ordinance (the “Ordinance”) submitted by California Apartment Association (“CAA”) and Legal Services of Northern California (“Legal Services”).

Additionally, attached is a revised corrected Ordinance which deletes a reference to an outdated and repealed section of the Code of Civil Procedure.

CAA Proposed Revision 1:

1. *Eviction of Residential Tenants. This ordinance remains in effect until the expiration of the Governor’s Executive Order N-28-20, including any extensions.*

CAA proposes to tie the duration of the Ordinance to the Governor’s Executive Order regarding evictions, rather than the local emergency declared by the City Council on March 17, 2020. Staff recommends tying the duration of the ordinance to the City’s local declaration, as the orders issued by the Governor in response to COVID-19 are frequently amended and superseded in a manner that may be difficult to track and lead to confusion. In addition, this modification would reduce the City Council’s direct control over the duration of the Ordinance, as the Ordinance would expire based on actions taken by the Governor instead of Council’s determination that a local emergency has ceased to exist.

CAA Proposed Revision 2:

1. . . . No landlord shall endeavor to evict a residential tenant in either of the following situations:

(1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19 or (2) for a no fault eviction unless immediately necessary because of the existence of a hazardous condition affecting tenants or neighbors. For the purposes of this section, a hazardous condition shall not include the presence of individuals who have been infected by or exposed to COVID-19.

~~5. No fault Eviction. For purposes of this Ordinance, “no fault eviction” refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161e.~~

CAA proposes to remove the prohibition on eviction of residential tenants for a “no-fault” eviction unless immediately necessary due to the existence of a hazardous condition, and to also remove the definition of “no-fault eviction.” The Ordinance defines “no-fault eviction” as any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant (such as failure to pay rent or other violations of the lease). “No-fault eviction” would include eviction of tenants to allow a landlord to move into the unit or renovate the property.

This modification would limit the scope of the Ordinance’s eviction protections and potentially result in the displacement of households that continue to comply with the terms of their lease.

CAA Proposed Revision 3:

2. Landlord’s Knowledge of Inability to Pay Rent. A landlord who knows that a residential or commercial tenant cannot pay some or all of the rent temporarily for the reasons set forth in Section 2(5) shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent, except as allowed by this Ordinance. A landlord knows of a tenant’s inability to pay rent within the meaning of this Ordinance **if the tenant notifies the landlord in writing of the tenant’s loss of income and inability to pay full rent on or before the date the rent comes due.** For purposes of this Ordinance, “in writing” includes email or text communications to a landlord or the landlord’s representative with whom the tenant has previously corresponded by email or text. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant’s claim.

CAA proposes to limit certain protections enjoyed by a tenant under the Ordinance unless the tenant notifies the landlord in writing of the tenant’s loss of income and inability to pay rent on or before the date when rent is due. This modification would impose strict deadlines for notice, with potentially severe consequences for noncompliance, even if the failure to comply is related to disruptions caused by COVID-19.

CAA Proposed Revision 4:

3. Tenant’s Liability for Rent. a residential or commercial tenant shall pay the portion of the rent that the tenant is able to pay. Nothing in this Ordinance shall relieve the residential or commercial tenant of liability for the unpaid rent, which the landlord may seek after expiration of this ordinance and the tenant must pay within six months of the expiration of this ordinance. **The exact terms of the repayment plan are to be agreed upon by the landlord and tenant. If no agreement is reached between the landlord and tenant, the total of all the delayed payments shall be repaid in six (6) equal payments to be paid in thirty (30) day intervals beginning the day after the expiration of this ordinance. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process.**

CAA proposes to clarify the rent repayment process for a tenant protected from eviction by the Ordinance. Staff has no concerns regarding this additional language.

CAA Proposed Revision 5:

4. Financial Impacts related to COVID-19. For purposes of this Ordinance, “financial impacts related to COVID-19” **include, but are not limited to, is defined as** a substantial decrease in a

residential or commercial tenant's household or business income as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with an order or directive from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19.

CAA proposes to limit the types of the financial impacts related to COVID-19 that warrant eviction protection under the Ordinance. The concern regarding this modification is that it could result in an overly narrow definition of financial impacts that fails to capture all of the destructive economic consequences of COVID-19. Given the unprecedented nature of this pandemic, staff recommends retaining some flexibility in this definition.

Legal Services Proposed Revision 1:

Legal Services proposes that, instead of affirmatively placing the burden on the tenant to provide notification and documentation of lost income within the thirty-day window, the Ordinance should only require notification to the landlord within thirty days after the rent is due. Documentation should only be required upon request by the landlord, and the tenant should have at least a week to provide the documentation as it is often difficult to obtain supporting documents from third parties.

Staff does not have any comments or concerns about these proposed changes, which reflect policy questions about the relative burdens of the tenant and landlord during this pandemic.

Legal Services Proposed Revision 2:

Legal Services proposes that the Ordinance's eviction protections cover all evictions related to COVID-19.

Staff believes that the Ordinance's protections for tenants who experience a financial impact related to COVID-19, coupled with the additional restrictions on "no-fault" evictions, will provide robust safeguards for most vulnerable tenants during this pandemic.

Attachment 1: Letters from the California Apartment Association ("CAA") and Legal Services of Northern California

Attachment 2: Revised Ordinance

CAUTION: External email. Please verify sender before opening attachments or clicking on links.

Good afternoon,

As the Coronavirus outbreak continues, we understand there is the great risk for individuals losing their job or seeing a significant reduction in their income, which may make it difficult to pay their rent. CAA is urging our members and all rental housing providers to act with compassion in dealing with residents who face Coronavirus-related hardships, and published the [CAA Safe at Home Guidelines](#), which asks rental housing providers to make special accommodations to their residents and be flexible and patient during the COVID-19 crisis.

After reviewing staff's updated eviction moratorium ordinance, **we recommend the City of Davis amend the draft ordinance to be consistent with surrounding jurisdictions ([City of Sacramento](#), [County of Sacramento](#)) and incorporate the following changes** (highlighted below):

Section 2. Eviction Moratorium. *A temporary moratorium on eviction of residential and commercial tenants impacted by the COVID-19 pandemic is imposed as follows:*

1. **Eviction of Residential Tenants.** *This ordinance remains in effect until the expiration of the Governor's Executive Order N-28-20, including any extensions. No landlord shall endeavor to evict a residential tenant in either of the following situations:

(1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19 or (2) for a no-fault eviction unless immediately necessary because of the existence of a hazardous condition affecting tenants or neighbors. For the purposes of this section, a hazardous condition shall not include the presence of individuals who have been infected by or exposed to COVID-19.*

2. **Landlord's Knowledge of Inability to Pay Rent.** *A landlord who knows that a residential or commercial tenant cannot pay some or all of the rent temporarily for the reasons set forth in Section 2(5) shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent, except as allowed by this Ordinance. A landlord knows of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant notifies the landlord in writing of the tenant's loss of income and inability to pay full rent on or before the date the rent comes due. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim.*

3. *Tenant's Liability for Rent.* a residential or commercial tenant shall pay the portion of the rent that the tenant is able to pay. Nothing in this Ordinance shall relieve the residential or commercial tenant of liability for the unpaid rent, which the landlord may seek after expiration of this ordinance and the tenant must pay within six months of the expiration of this ordinance. **The exact terms of the repayment plan are to be agreed upon by the landlord and tenant. If no agreement is reached between the landlord and tenant, the total of all the delayed payments shall be repaid in six (6) equal payments to be paid in thirty (30) day intervals beginning the day after the expiration of this ordinance. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process.**
4. *Financial Impacts related to COVID-19.* For purposes of this Ordinance, "financial impacts related to COVID-19" ~~include, but are not limited to,~~ **is defined as** a substantial decrease in a residential or commercial tenant's household or business income as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with an order or directive from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19.
- ~~5. *No-fault Eviction.* For purposes of this Ordinance, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161c.~~

Please let me know if you have any questions regarding our policy suggestions. Our staff is now working remotely, and I can be reached on my cell phone at 925-301-7914.

Thank you,

Mallori Spilker ▪ Vice President of Public Affairs
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CAA is your partner in the rental housing industry.
[Find out how we're working for you.](#)

March 23, 2020

Mayor Brett Lee
Mayor Pro Tem Gloria Partida
Councilmember Lucas Frerichs
Councilmember Will Arnold
Councilmember Dan Carson

Via email: clerkweb@cityofdavis.org; blee@cityofdavis.org; gpartida@cityofdavis.org;
lfrerichs@cityofdavis.org; warnold@cityofdavis.org; dcarson@cityofdavis.org

Re: Item 5, Eviction Moratorium

Dear Mayor Lee, Mayor Pro Tem Partida, and Councilmembers,

As you know, Legal Services of Northern California (“LSNC”) is a nonprofit civil legal aid organization providing legal assistance to low income individuals and families throughout Yolo County. LSNC’s mission is to provide quality legal services to empower the poor to identify and defeat the causes and effects of poverty within our community. LSNC has represented tenants in Yolo County since 1967. Last year, our work included handling more than 900 housing cases, through which we gained insight into the struggles of low-income renters in our region. We participated in the City’s Rental Resources Stakeholder group and we were invited to submit comments about the proposed Urgency Ordinance which would impose limitations on residential and commercial evictions.

We appreciate that the City recognizes the urgent need to enact substantive limitations on evictions to protect the health, safety, and welfare of Davis residents in light of the emergency declared regarding the COVID-19 pandemic. We, too, are deeply concerned about the impact of COVID-19 on low-income renters in Davis. It is vital to our community’s health that residents are supported in staying housed during this challenging time, for their own safety and for the safety of everyone. Those most at risk of losing their homes during this time are the low-income workers we represent every day, for whom a reduction in hours or other COVID-19-related closures will dramatically impact their income. Based on what we have heard from our clients over the last week following the County’s and Governor’s shelter-in-place orders, we offer the following comments for your consideration.

1. Davis Tenants Need Additional Time to Pay Rent Due to COVID-19 Impacts

In the short time since Yolo County initiated active measures to mitigate COVID-19 contagion, our low-income clients are already experiencing the adverse impact of the epidemic very acutely. The vast majority of tenants at risk of eviction live paycheck-to-paycheck and work in the

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A Legal Services Corporation Program



industries most likely to be affected by shut-downs, including customer service, rideshare driving, restaurants, gyms, and childcare. Most of our clients pay between 60 to 90 percent of their monthly income toward rent. These community members are now extremely vulnerable and are reporting lost wages because their workplaces have been forced to close. Although they can apply for unemployment, there is typically a three-week delay from application to receipt of benefits, and that was before the mass unemployment of thousands of Californians due to COVID-19. Claims have already doubled and we expect this to result in a longer delay in the Employment Development Department's ("EDD") ability to issue benefits checks for those who are eligible. ("Unemployment claims double in 2 days in California as coronavirus takes economic toll," Sacramento Bee, March 18, 2020.) Workers who have not established sufficient wages in the base period, or whose employers have not reported their wages to EDD, will not be eligible for unemployment insurance at all.

The Ordinance addresses the need for a temporary moratorium on evictions for non-payment of rent arising out of COVID-19. The Ordinance requires that the tenant notify the landlord in writing of the lost income due to COVID-19 and the tenant's inability to pay rent. The Ordinance also requires that the tenant provide documentation to support the claim. Instead of affirmatively placing the burden on the tenant to provide notification and documentation of lost income within the thirty-day window, we suggest that the Ordinance only require notification to the landlord within thirty days after the rent is due. Documentation should only be required upon request by the landlord, and the tenant should have at least a week to provide the documentation as it is often difficult to obtain supporting documents from third parties.

The Ordinance also sets forth that the tenant is not relieved of the obligation to pay rent and establishes a six-month window to pay following the expiration of the local emergency. This provision is essential because of the instability of the job market, and the long-term effects that the sudden loss of income related to COVID-19 has on low income persons in particular. We know from our clients that it is difficult to pay for necessities of life working a minimum wage job, and with the unexpected and sudden loss of income, it is even more challenging. Eliminating late fees associated with rent that is delayed due to COVID-19 impacts, as set forth in Paragraph 4 of the proposed Ordinance, is also vital to ensure that tenants remain housed once the local emergency expires.

2. Davis Tenants Need Protection from Eviction for Non-Financial Reasons

We appreciate that the proposed Ordinance also addresses residential no-fault evictions, but tenants who receive cause notices related to COVID-19 also need protection. Unfortunately, we heard from several tenants over the last week about termination of tenancy notices for alleged violations of lease terms that they could not comply with due to the emergency shelter-in-place orders and because of concern for their health. Specifically, tenants received notices requiring them to sign recertification notices in person at the management office or face eviction. Tenants are also receiving notices for having unauthorized guests even where those guests are providing care for the tenants. Ordinarily, tenants could obtain medical verification of a need for a change in policy to have a caregiver, however tenants are unable to obtain medical documentation of the need for care because the healthcare system is overburdened with handling the response to COVID-19. Expanding the Ordinance to cover all evictions related to COVID-19 would protect

these tenants and they would not have to face the difficult decision of choosing between their health and having a roof over their heads. We believe it is dangerous for any tenants to be evicted and made homeless during the pandemic, regardless of the reason.

Conclusion

LSNC appreciates the City's response to the ongoing COVID-19 crisis, and specifically the proposal to institute a moratorium on evictions for residential and commercial tenants through the duration of the local emergency. We know that the crisis will have a long-lasting impact on many of the residents of Davis, and those hardest hit will be the clients we serve who live paycheck to paycheck and barely made ends meet before this crisis unfolded. The City's forward-thinking approach to halt evictions during the crisis will greatly diminish the anxiety that our clients have been experiencing over the last week. Thank you for your work, and please do not hesitate to contact me if you have further questions about the COVID-19 impact on low income renters in Davis.

Very truly yours,



Alysa Meyer,
Managing Attorney

cc: Mike Webb

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY OF DAVIS ADOPTING
EMERGENCY REGULATIONS RELATED TO EVICTIONS AND
DECLARING THE URGENCY THEREOF**

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 6, 2020, the first case of COVID-19 in Yolo County was confirmed, with the second case confirmed on March 13, 2020; 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 16, 2020, the Governor of the State of California issued Executive Order N-28-20, which suspended “[a]ny provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential or commercial evictions” of certain tenants affected by the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, the City Council proclaimed the existence of a local emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 18, 2020, the Yolo County Public Health Officer issued a countywide health order for residents to shelter in place from March 19, 2020, to April 7, 2020, unless extended by the Public Health Officer; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health, and the Yolo County Health Officer have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residential and commercial tenants in Davis have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, as a result of the Yolo County Public Health Officer's countywide health order for residents to shelter in place, many potential customers of commercial tenants in Davis are unable to patronize the tenants' businesses; and

WHEREAS, the eviction of commercial tenants results in the loss of local, family owned businesses, the loss of jobs for employees, and negative impacts surrounding to businesses, potentially leading to urban decay; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, further economic impacts are anticipated, leaving residential and commercial tenants vulnerable to eviction; and

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, in the interest of public peace, health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to exercise its authority to issue these regulations related to the protection of the public peace, health or safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAVIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Eviction Moratorium. A temporary moratorium on eviction of residential and commercial tenants impacted by the COVID-19 pandemic is imposed as follows:

1. **Eviction of Residential Tenants.** During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a residential tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19 or (2) for a no-fault eviction unless immediately necessary because of the existence of a hazardous condition affecting tenants or neighbors. For the purposes of this section, a hazardous condition shall not include the presence of individuals who have been infected by or exposed to COVID-19.
2. **Eviction of Commercial Tenants.** During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a commercial tenant for

nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19.

3. Landlord's Knowledge of Inability to Pay Rent. A landlord who knows that a residential or commercial tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord knows of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim.
4. Tenant's Liability for Rent. During the period of local emergency declared in response to COVID-19, a residential or commercial tenant shall pay the portion of the rent that the tenant is able to pay. Nothing in this Ordinance shall relieve the residential or commercial tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process.
5. Financial Impacts related to COVID-19. For purposes of this Ordinance, "financial impacts related to COVID-19" include, but are not limited to, a substantial decrease in a residential or commercial tenant's household or business income as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with an order or directive from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19.
6. No-fault Eviction. For purposes of this Ordinance, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1) or 1161(5).
7. Implementation of Temporary Moratorium. This Ordinance applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such

notices, served or filed on or after the date on which the local emergency was proclaimed.

Section 3. Urgency. The City Council finds that the COVID-19 pandemic has increased the risk of housing displacement, loss of income, and homelessness for many people in the City of Davis and surrounding areas, as more fully described in the recitals of this Ordinance. The City Council further finds that, unless this Ordinance is effective and its regulations are immediately put in place, the public health, safety and welfare will be at risk. Therefore, the immediate preservation of the public health, safety and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937(b) and that it take effect immediately upon adoption pursuant to Government Code section 36934, and its urgency is hereby declared.

Section 4. Violations. Violations of this Ordinance shall be punishable as set forth in Chapter 1 of the Davis Municipal Code. In addition, this Ordinance grants a defense in the event that an unlawful detainer action is commenced in violation of this Ordinance.

Section 5. Duration. This Ordinance shall remain in effect for the duration of the local emergency.

Section 6. Uncodified. This Ordinance shall not be codified.

Section 7. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 8. Effective Date. Based upon the findings in Section 3 of this Ordinance, this Ordinance shall take effect immediately upon its adoption by a minimum 4/5 vote of the City Council.

Section 9. Certification. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance or a summary thereof to be published as required by law.

PASSED AND ADOPTED this th day of March, 2020, by the following vote:

AYES: COUNCILMEMBERS _____

NOES: COUNCILMEMBERS _____

Brett Lee
MAYOR

ATTEST:

Zoe S. Mirabile, CMC
CITY CLERK