

ORDINANCE NO. _____ (N.C.S.)

AN ORDINANCE ADDING ARTICLES IIA AND IIB AND ARTICLE IIIC TO
CHAPTER 17 OF THE SALINAS MUNICIPAL CODE RELATED TO RENT
STABILIZATION AND TENANT PROTECTION

City Attorney Impartial Analysis

...

RECITALS TO BE ADDED...

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SALINAS as follows:

SECTION 1. Article IIA is hereby added to the Salinas Municipal Code to read as follows:

Article IIA. Rent Stabilization

Sec. 17-02.01. Title.

This article shall be known as the "Rent Stabilization Ordinance".

Sec. 17-02.02. Application.

This Rent Stabilization Ordinance shall be interpreted and administered in a manner consistent with the Costa- Hawkins Rental Housing Act codified in Cal. Civil Code §§ 1954.50, et seq. ("Costa-Hawkins"), if any conflict exists between the provisions of Costa-Hawkins and this article, Costa-Hawkins shall prevail.

(a) Applicability of this Article. The provisions of this Rent Stabilization Ordinance apply to all Rental Units in the City of Salinas, except as otherwise exempted in this section.

(b) Exemptions from this Article. The following Rental Units are exempt from Rent Stabilization:

- (1) Rental units exempt from rent stabilization pursuant to the Costa Hawkins Rental Housing Act (California Civil Code section 1954.52).
- (2) Rental units which a government unit, agency, or authority owns, operates, manages, or in which governmentally subsidized Tenants reside only if applicable federal or state law or administrative regulation specifically exempt such units from municipal rent stabilization.
- (3) Rental Units which are deed restricted as affordable housing by a regulatory agreement or similar recorded documents.
- (4) Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

- (5) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of 28 consecutive calendar days or less, counting portions of calendar days as full days and other transient occupancies as defined in California Civil Code section 1940(b).
- (6) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled, or transitional housing program that assists homeless persons as defined in California Civil Code section 1954.12.

Sec. 17-02.03. Definitions.

(a) For the purpose of this article, the following words or phrases shall have the following meanings:

“Annual Allowable Rental Adjustment.” Annual allowable rental adjustment refers to the limit on the Maximum Allowable Rent increase which a Landlord may charge on any covered Rental Unit each year without an order from a hearing officer.

“Capital Improvement.” An improvement or repair to a Rental Unit or property that materially adds to the value of the property, appreciably prolongs the property's useful life or adapts the property to a new use, becomes part of the real property or is permanently affixed to the real property such that its removal would result in material damage to the real property or to the improvement itself, has a useful life of more than one (1) year and that is required to be amortized and depreciated over the useful life of the improvement under the provisions of the Internal Revenue Code and related regulations, and may also include work necessary to comply with applicable local, state, or federal building, health, and safety codes.

“Capital Improvement Plan.” A detailed proposal submitted to the City Attorney or designee by a Landlord in order to proceed with one or more Capital Improvements, and/or receive a Pass Through.

“Controlled Rental Unit.” A Rental Unit located within the City not specifically exempted by an applicable exemption to this article.

“Housing Services.” All amenities and services related to the use or occupancy of a Rental Unit and common areas that are provided by the landlord. Housing Services includes without limitation hot and cold water, heat, light, utilities that are paid by the Landlord, painting, elevator service, window shades and screens, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), kitchen, bath, and laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or privileges permitted to the Tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment. Housing Services also includes those basic Housing Services required by Cal. Civil Code § 1941.1. Housing Services includes a proportionate part of services provided to

common facilities of the building and Property in which the Rental Unit is contained.

DRAFT

“Landlord.” An owner, lessor, sublessor, or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or any agent, representative, or successor of any of the foregoing.

“Maximum Allowable Rent.” The maximum allowable rent which may be charged on any Rental Unit covered by this article.

“Property.” All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

“Pass Through.” Any monetary amount a Landlord is authorized to pass through to, and recover from, one or more Tenants in the form of a surcharge or in addition to Rent, as authorized by an approved Capital Improvement Plan or any other lawful authorization.

“Rent.” All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid for parking, utilities, pets, furniture, subletting, and security deposits for damages and cleaning.

“Rental Housing Agreement.” An agreement, oral, written, or implied, between a Landlord and Tenant, for use or occupancy of a Rental Unit and for Housing Services

“Rental Housing Fee.” The fee described in Section 17-02.13.

“Rental Unit.” Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with the use or occupancy of such Property such as common areas and recreational facilities held out for use by the Tenant.

“Tenant.” A tenant, subtenant, lessee, sublessee, or any other person entitled under the term of a Rental Housing Agreement to the use or occupancy of any Rental Unit.

“Utility Charges.” Any charges for gas, electricity, water, cable, or internet.

(b) Terms defined in other sections of this Rent Stabilization Ordinance shall have such meaning when used in this Rent Stabilization Ordinance, whether singular or plural.

Sec. 17-02.04. Limit on Rental Rate Increases.

(a) Increases in rent on residential real property in the city may not exceed the lesser of ___% or ___% of the most recent 12-month increase in the Consumer Price Index for All Urban Consumers in the _____ Area (*need to determine which area*) published by the Bureau of Labor Statistics. Only one rent increase in any 12 month period is permitted. A reduction in Housing Services is an increase in rent.

OR

(a) Increases in rent on residential real property in the city may not exceed percent (___%). Only one rent increase in any 12 month period is permitted. A reduction in Housing Services is an increase in rent.

(b) Subsection (a) of this section shall apply to all rent increases occurring on or after December 31, 2023. A landlord has no duty to refund otherwise lawful rent received prior to the effective date of this Rent Stabilization chapter in excess of the amount authorized by this section.

(c) The 12 month period referenced in subsection (a) of this section shall begin on the date of the last rent increase regardless of whether the last increase occurred prior to the effective date of the Rent Stabilization Ordinance.

Sec. 17-02.05. Reasonable Rate of Return.

This Rent Stabilization Ordinance allows for an annual adjustment of residential real property rent of up to the lesser of ____% or ____% of the Consumer Price Index for All Urban Consumers in the _____ Area published by the Bureau of Labor Statistics pursuant to Sec. 17-02.04. *(Or up to a set percentage.)* Such an increase is found and determined to provide a just and reasonable return on a Landlord's Property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive Rents and rental increases. Notwithstanding the foregoing, any Landlord who contends that the limit on rental increases set forth in Sec. 17-02.04 will prevent the Landlord from receiving a fair and reasonable return on the Property may petition for relief from the limit set forth in Sec. 17-02.04 pursuant to the procedures set forth in Sec. 17-02.07. In making individual adjustments of the annual adjustable Rent increase, Hearing Officers shall consider the purpose of this article and the requirements of law.

Sec. 17-02.06. Tenant Petition for Rent Reduction.

(a) **Unlawful Rent.** A Tenant of a Controlled Rental Unit may petition for a reduction of Rent ("Rent reduction petition") if the Tenant believes that the Landlord has demanded, accepted, or retained from the Tenant any Rent in excess of the Rent permitted by this Rent Stabilization Ordinance. The Landlord shall be informed of the Tenant's complaint and shall have the opportunity to respond to the Tenant's claim of Rent overcharge.

(b) **Reduction in Housing Services of Failure to Maintain Habitable Premises.** A Tenant may petition for a reduction of Rent ("Rent reduction petition") to request a refund of, or decrease in, Rent proportional to the Landlord's reduction in Housing Services or failure to maintain the Controlled Rental Unit as a habitable premise in accordance with applicable State rental housing laws, State and local health and safety laws, or the Rental Housing Agreement.

(c) Such Rent reduction petition shall be on an application form prescribed by the City Attorney or designee and shall be decided by a Hearing Officer designated by the City Attorney.

(d) The Tenant shall provide a copy of any Rent reduction petition submitted to the City to the applicable Landlord and shall provide the city with proof of completing such service to the applicable Landlord. The Landlord shall have 30 days from the date of receiving the Rent reduction petition to reply or provide additional materials to the city in response to the Rent reduction petition.

(e) The Tenant shall bear the burden of establishing that a Rent reduction is necessary to comply with

the city's Rent Stabilization Ordinance by providing information including the type of dwelling, dates of tenancy, dates of Rent increases, amount of Rent increases, dates of charges, and amounts of charges.

(f) The factors the Hearing Officer may consider in deciding a Rent reduction petition shall be matters related to the Landlord's failure to comply with the city's Rent Stabilization Ordinance and regulations reductions in Housing Services, and habitability violations. For example, the amount of rent that the Landlord has actually demanded, accepted, or retained from the Tenant exceeds the amount of rent that the Landlord could lawfully charge. The Hearing Officer may also consider decreases in living space, furniture, furnishings, equipment, or services; substantial deterioration of the Controlled Rental Unit other than as a result of ordinary wear and tear; or failure on the part of the Landlord to provide adequate Housing Services or to comply with applicable housing, health, and safety codes.

(g) A Rent reduction petition shall be decided by the Hearing Officer within 60 calendar days of the date that the application has been deemed complete, including submission of proof of service of the Rent reduction petition on the applicable Landlord(s), unless an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the applicable Tenant(s), the designated representative of the tenant(s), the subject Landlord, and the Landlord's designated representative(s) for the Rent reduction petition, if any. Any person aggrieved by the decision of the Hearing Officer may appeal to the City Council. On appeal, the City Council shall affirm, reverse, or modify the decision of the Hearing Officer. The decision of the Hearing Officer shall be the final decision of the City Council in the event of no appeal to the City Council.

(h) Decisions decreasing Rent shall remain in effect until the Hearing Officer finds that the Landlord has corrected the defect warranting the decrease. The City Attorney shall, by regulation, establish procedures for making prompt compliance determinations. Upon a determination of compliance the Landlord shall be entitled to reinstatement of the prior Rent level, retroactive to the date that the Landlord corrected the defect which warranted the decrease. This shall be in compliance with California Code of Civil Procedure section 1942.4. If the Landlord is found to be in violation of California Code of Civil Procedure section 1942.4, then no Rent shall be charged for the period during which the Landlord was in violation.

Sec. 17-02.07. Landlord Petition for Rent Increase.

(a) A Landlord may petition for a Rent increase for a Controlled Rental Unit in excess of that provided in Sec. 17-03.04 in order to obtain a fair and reasonable return on the Landlord's Property ("fair return petition"). It is the intent of this article that individual upward adjustments in the Rent ceilings on units be made only when the Landlord demonstrates that such adjustments are necessary to provide the Landlord with a fair return on investment.

(1) Nothing in this section shall be interpreted to authorize a Rent increase for a Controlled Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.

(2) Such fair return petition shall be on an application form prescribed by the City Attorney or designee and shall include a declaration by the Landlord that the Rental Unit meets all requirements of

this article. Fair return petitions shall be decided by a Hearing Officer designated by the City Attorney.

(3) The Landlord shall provide a copy of any fair return petition submitted to the city to the applicable Tenant(s) and shall provide the city with proof of completing such service to the applicable Tenant(s). The Tenant(s) shall have 30 days from the date of receiving the fair return petition to reply or provide additional materials to the city in response to the fair return petition.

(4) The Landlord shall bear the burden of establishing that a rate increase in excess of that provided in Sec. 17-02.04 is necessary to provide the Landlord with a fair and reasonable return on the Property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, the Landlord will not realize a fair and reasonable return on the Property.

(5) The Landlord shall be responsible for all costs associated with the city's review of the fair return petition. Upon receipt of a fair return petition, the Hearing Officer shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the Landlord's request. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the Landlord, and the fair return petition shall not be processed until the Landlord has paid to the city the estimated cost of the complete analysis. The city will provide the Landlord with an invoice of all costs incurred after the review of the fair return petition. Any unused portion of the advance payment for analysis shall be refunded to the Landlord. If additional funds are required, payment will be required before the Landlord receives the determination on the fair return petition from the city.

(b) The factors the Hearing Officer may consider in deciding a fair return petition include, but are not limited to, the following:

(1) Changes in the Consumer Price Index for All Urban Consumers in the _____ Area published by the Bureau of Labor Statistics arising after commencement of the tenancy.

(2) The pattern of recent Rent increases or decreases.

(3) Changes in property taxes or other taxes related to the Rental Unit arising after commencement of the tenancy.

(4) Unavoidable changes in operating and maintenance expenses arising after commencement of the tenancy.

(5) Substantial deterioration of the Controlled Rental Unit other than as a result of ordinary wear and tear.

(6) Increases or decreases in the number of Tenants occupying the Rental Unit, living space, furniture, furnishings, equipment, or other Housing Service provided, or occupancy rules.

(7) Failure on the part of the Landlord to provide adequate Housing Services, or to comply with applicable State rental housing laws, local housing health and safety codes, or the Rental Housing Agreement.

(8) Relevant evidence demonstrating that a Landlord, as of the effective date of this Rent Stabilization Ordinance, does not receive a just and reasonable return under the provisions of this Article.

(c) The Landlord may not charge for utilities unless the utility is separately or individually metered.

(d) A fair return petition shall be decided by the Hearing Officer within 90 calendar days of the date that the application has been deemed complete, including submission of proof of service of the fair return petition on the applicable Tenant(s), unless the Landlord has failed to pay all applicable costs associated with the city's review of the fair return petition or an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the subject Landlord, the Landlord's designated representative(s) for the fair return petition, the applicable Tenant(s), and the designated representative of the Tenant(s), if any. Any person aggrieved by the decision of the Hearing Officer may appeal to the City Council. On appeal, the City Council shall affirm, reverse, or modify the decision of the Hearing Officer. The decision of the Hearing Officer shall be the final decision of the City Council in the event of no appeal to the City Council.

Sec. 17-02.08. Petition for Pass Through for Specified Capital Improvements.

In addition to the petition process set forth above, a Landlord may file on an application form prescribed by the City Attorney or designee for a Capital Improvement Plan, with or without a request for a Pass Through of certain Capital Improvement costs to Tenants of Rental Units not exempt from rent control by State Law, subject to the provisions and limitations set forth in this Section, but shall include:

The cost of planned or completed Capital Improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) where such Capital Improvement costs are properly amortized over the life of the improvement. The City Council may adopt reasonable rules and regulations to govern Capital Improvement standards and applications under this Section.

Sec. 17-02.09. Rent Increase Ineffective; No Waiver.

(a) No Rent increase shall be effective if the Landlord:

(1) Fails to comply with all provisions of this Rent Stabilization Ordinance, as that ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the service of the Tenant with a legally required notice of a Rent increase under state law, the registration of all Rental Units within the city, and the payment of all Rent program fees set forth in the City's Fee Schedule; or

(2) Fails to maintain the residential real property in compliance with Cal. Civil Code section 1941.1 et seq. and Cal. Health and Safety Code sections 17920.3 and 17920.10; or

(3) Fails to make repairs ordered by the city or court of competent jurisdiction.

(b) Any waiver or purported waiver by a Tenant of rights granted under this article prior to the time when such rights may be exercised, whether oral or written or pertaining to a Rental Housing Agreement, shall be void as contrary to public policy.

(c) If a Tenant reasonably believes a Landlord has increased the Tenant's Rent in violation of this section, the Tenant may submit to the city a petition to determine compliance for consideration by a Hearing Officer designated by the City Attorney. The Landlord shall have an opportunity to respond to the petition to determine compliance and to participate in the administrative proceeding. The City Attorney shall promulgate administrative regulations to effectuate this section, in addition to those authorized by the Salinas Municipal Code.

Sec 17-02.10. Notice Requirements.

(a) On or before the date of commencement of a tenancy, the Landlord of any residential real property subject to this Rent Stabilization Ordinance shall deliver to the Tenant written notice of the following in a form prescribed by the city:

(1) The tenancy is regulated by this Rent Stabilization Ordinance; and

(2) The Tenant has a right to submit a complaint to the city pursuant to Sec. 17-02.13 or a Rent reduction petition pursuant to Sec. 17-02.06 for Rent demanded, accepted, or retained in violation of this Rent Stabilization Ordinance, a reduction in Housing Services, or failure to maintain habitable premises; and

(3) The Landlord has a right to respond to any Rent reduction petition filed by the tenant with the City pursuant to Sec. 17-02.06.

(4) The Tenant has a right to respond to any fair return petition filed by the Landlord with the city pursuant to Sec. 17-02.07.

(b) At the same time and with any notice to increase Rent, the Landlord must deliver written notice of the following:

(1) The tenancy is regulated by this Rent Stabilization Ordinance.; and

(2) The Tenant has a right to submit a complaint to the city pursuant to the procedures established pursuant to Sec. 17-02.13 or a Rent reduction petition pursuant to Sec. 17-02.06 for Rent demanded, accepted, or retained in violation of this Rent Stabilization Ordinance, a reduction in housing services, or failure to maintain habitable premises; and

(3) The Tenant has a right to respond to any fair return petition filed by the Landlord with the City pursuant Sec. 17-02.07; and

(4) No Rent increase is effective unless and until the requirements of this Rent Stabilization Ordinance have been met.

(c) When a Landlord and Tenant have entered into a written Rental Housing Agreement, the Landlord must give notices to the Tenant in the language primarily used in the Rental Housing Agreement. When a Landlord and Tenant have not entered into a written Rental Housing Agreement, the Landlord must give notices to the Tenant in the language that a Landlord and Tenant used primarily when negotiating the terms of the tenancy.

Sec. 17-02.11. Judicial Review.

A Landlord or Tenant aggrieved by any action or decision of the City Council may seek judicial review by appealing to the appropriate court with jurisdiction over the matter.

Sec. 17-02.12. Violations; Remedies.

(a) It shall be unlawful for any person to violate or fail to comply with any provision of this Rent Stabilization Ordinance, or any rule, regulation, or order promulgated, including demanding, accepting, or retaining Rent in excess of the Maximum Allowable Rent in violation of this Rent Stabilization Ordinance or a determination by a Hearing Officer or City Council, and including the provisions ensuring compliance with habitability standards and registration fee requirements.

(b) Any person who violates or aids or incites another person to violate the provisions of this Rent Stabilization Ordinance shall be liable in a civil action for each and every such offense for actual damages suffered by an aggrieved party (including damages for mental or emotional distress); or for statutory damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the Maximum Allowable Rent, or for statutory damages in the sum of \$1,000, whichever is greater; and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award may be trebled if the trier of fact finds that the person acted in knowing violation of or in reckless disregard of this Rent Stabilization Ordinance. The trier of fact may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294. No administrative remedy need be exhausted prior to filing suit pursuant to this subsection.

(c) Any person who is convicted of violating this Rent Stabilization Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not greater than \$1,000 or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

(d) Any person, including the city, may enforce the provisions of this Rent Stabilization Ordinance by means of a civil action. The burden of proof in such cases shall be by preponderance of the evidence. The prevailing party in any civil action brought pursuant to this section shall be entitled to recover reasonable attorneys' fees and costs. A violation of this Rent Stabilization chapter may be asserted as an affirmative defense in an unlawful detainer action.

(e) Any person who commits an act, proposes to commit an act, or engages in any pattern and practice that violates this Rent Stabilization Ordinance may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest of the protected class.

(f) This Rent Stabilization Ordinance may be enforced as provided in the Salinas Municipal Code in addition to the remedies provided herein, which shall be in addition to any other existing remedies which may be available.

Sec. 17-02.13. Rent Program Fee.

For the sole purpose of reimbursing the City for the costs of administering this Rent Stabilization Ordinance, there is hereby imposed on each Rental Unit, subject to the provisions of this Rent Stabilization Ordinance, a regulatory fee ("Rent program fee") to cover the costs to provide and administer the programs created by this article in such amount as the City Council may establish by resolution from time to time. Landlords subject to this Rent Stabilization Ordinance shall register all units subject to this article consistent with the City's Residential Rental Registration program (Article I of Chapter 17 of the Salinas Municipal Code) with the city and pay the Rent program fee at such time and in such manner as established by City Council resolution. A Landlord may not recover any portion of the Rent program fee, or any associated late penalties, from Tenant(s).

Sec. 17-02.14. Implementation.

The City Manager and City Attorney shall take or cause to be taken such actions necessary to implement this Rent Stabilization Ordinance and effectuate the intent of the City Council in adopting this Rent Stabilization Ordinance, including the preparation of informational materials and forms and promulgation of administrative regulations. The City Manager shall designate a city department to provide information and receive Tenant complaints pertaining to violation of this ordinance. The City Manager and the City Attorney shall publicize this Article so that all residents of Salinas will have the opportunity to become informed about their legal rights and duties under this Article. The City Attorney shall prepare informational materials which fully describes the legal rights and duties of Landlords and Tenants under the ordinance. The informational materials will be available to the public and each Tenant of a Rental Unit shall receive a copy of the informational materials from their Landlord. Landlords shall provide the informational materials at the commencement of the tenancy and with each notice of Rent increase the informational materials will be made available on the City of Salinas website.

SECTION 2. All ordinances and parts of ordinances and all resolutions and parts of resolutions

in conflict herewith are hereby repealed as of the effective date of this ordinance.

SECTION 3. Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

SECTION 4. CEQA Compliance, The City Council’s adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15061(b)(3).)

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance will take effect thirty (30) days from and after its adoption.

PASSED AND ADOPTED this ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

ATTEST:

Patricia M. Barajas, City Clerk

5767374.2

DRAFT