

- **TO:** Mayor and Councilmembers
- **FROM:** Michael Jenkins, City Attorney
- **CONTACT:** Winnie Cai, Assistant City Attorney
- **SUBJECT:** Adoption of an Urgency Ordinance of the City of Goleta, California, Sunsetting the Temporary Moratorium on Residential Evictions and Amending the Repayment Provisions of the Temporary Moratorium on Commercial Evictions and Setting Forth the Facts Constituting Such Urgency

## **RECOMMENDATION:**

By a four-fifths vote, adopt Ordinance No. 21-\_\_\_ entitled "An Urgency Ordinance of the City of Goleta, California, Sunsetting the Temporary Moratorium on Residential Evictions and Amending the Repayment Provisions of the Temporary Moratorium on Commercial Evictions and Setting Forth the Facts Constituting Such Urgency."

## BACKGROUND:

When the pandemic started in March 2020, the City declared a local emergency and adopted residential and commercial eviction moratoria to allow tenants to defer rent if they could not timely pay their entire rent due to COVID-19-related financial distress.

The existing residential eviction ordinance provides that a tenant who experienced COVID-19 financial hardship and gave notice to the landlord of the inability to pay rent cannot be evicted for nonpayment of rent during the City's moratorium if due to such COVID-19 financial impacts. The repayment period for rent deferred during the moratorium is from August 1, 2021 through July 31, 2022. The repayment period is set by state law. The moratorium does not include a sunset date and, unless amended, will be in effect until the end of the local emergency. To align with the expiration date of the statewide residential eviction moratorium, the proposed Ordinance establishes a sunset date of June 30, 2021.

Like the residential eviction moratorium, the City's commercial eviction moratorium also allows a tenant who has suffered COVID-19 financial difficulty to defer rent. The moratorium is set to expire on June 30, 2021, upon the expiration of Executive Order N-03-21 that authorized cities to impose commercial moratoria with immunity from state law

preemption. The moratorium did not include specific dates for the repayment period, but instead provides tenants with six months after the end of local emergency to repay deferred rent. The local emergency has not ended. Therefore, the proposed Ordinance establishes a repayment period from July 1, 2021 through December 31, 2021 (i.e. the six months following expiration of Executive Order N-03-21). Starting July 1, 2021, tenants must again pay their regular monthly rent on time as well as begin to repay deferred rent. Failure to pay regular rent on time will subject tenants to eviction, but they cannot be evicted for failure to pay deferred rent until after December 31, 2021, the end of the repayment period.

# DISCUSSION

## **Residential Eviction Moratorium**

In March 2020, when the City first adopted its residential eviction moratorium, the ordinance did not include a specific date for when the moratorium would end and when the repayment period would start. Through amendments to the moratorium in response to a series of state laws (AB 3088, SB 91 and AB 81), the repayment period for deferred residential rent was set as August 1, 2021 through July 31, 2022. State law prevents changes to these dates.

The current issue for the City Council to decide is when the City's residential eviction moratorium should end. The existing ordinance provides that the residential eviction moratorium will terminate upon the end of the City's local emergency. The City is not yet ready to lift its local emergency order. While many residents have been vaccinated and public health conditions have improved, COVID-19 has not vanished, and new variants have evolved and may continue to do so. California is rapidly reopening, and there is no way to predict if circumstances will take another turn. Accordingly, the local emergency is ongoing and should not be lifted so that the City must retain the ability to quickly respond to unexpected changes to effectively protect the public and maintain its ability to submit COVID-19 related costs to the Federal Emergency Management Agency (FEMA) for reimbursement.

However, some of the primary reasons that justified the residential eviction moratorium at the start of the pandemic are no longer present. The residential eviction moratorium was based on the fact that businesses and places of employment were ordered to close or limit operations due to County and State health orders aimed at preventing the spread of COVID-19. Most businesses have been able to open and operate in the last few months at higher capacities. Moreover, on June 15, the Governor will retire the color-tiered system Blueprint for a Safer Economy, removing its restrictions on operations and activities of most businesses. The lack of state impediments to business operations and social distancing means people are able to work and earn income to pay rent again.

For the above reasons, staff proposes a termination date of June 30, 2021 for the residential eviction moratorium. This date aligns with the termination date of the State's residential evictions moratorium. In addition, the State's Blueprint for a Safer Economy will no longer be applicable after June 15, 2021, which means that most businesses,

would be allowed to operate without restrictions, with the exception of mega gatherings. June 30, 2021 is also the expiration date of the City's commercial eviction moratorium and would allow the two moratoria to sunset together.

What still holds true for residential tenants is that, under the City's moratorium, they are not obligated to fully repay their deferred rent until August 1, 2022. In addition, if they opted into the State residential eviction moratorium by filing a hardship declaration and paying 25% of their rent by June 30, 2021, they would never be able to be evicted for the nonpayment of rent that came due March 1, 2020 through June 30, 2021.

Additionally, residential tenants may qualify for rental assistance through the State Rental Assistance Program funded by federal appropriations. The program, which has been named "CA COVID-19 Rental Relief", allows landlords of low-income tenants or the tenants themselves to apply for rental assistance, prioritizing rent in arrears over prospective rent. If a landlord applies, the landlord may receive 80% of unpaid rental debt accumulated from April 1, 2020 through March 31, 2021. To receive payment, the landlord must waive the remaining 20% of rental debt and give up the right to evict an eligible tenant based on COVID-19 rental debt (rent that came due from March 1, 2020 through June 30, 2021). If a landlord declines to participate in the Program, the tenant can apply, but will only receive up to 25% of unpaid rental debt accumulated from April 1, 2020 through March 31, 2021. The program also allows tenants to apply for 25% of rent that is or was due in April, May, and June. Governor Newsom is now considering a way to pay landlords 100% of rent in arrears and to simplify the rent relief application causing slow disbursement of funds.

# **Commercial Evictions Moratorium**

The City also passed a commercial eviction moratorium in March 2020, which is shielded from state law preemption under Executive Order N-03-21 and its predecessor orders. Under the moratorium, a commercial tenant is entitled to defer rent between March 2020 through June 30, 2021 if the tenant is unable to pay full rent due to financial hardship related to the COVID-19 pandemic. The moratorium provides for a 6-month repayment period but does not specify when that period would start or how much deferred rent must be paid each month.

As of the writing of this report, there are no indications Governor Newsom will extend Executive Order N-03-21 beyond June 30, 2021. Therefore, the proposed Ordinance would set a repayment start date of July 1, 2021 (the day after the moratorium and Executive Order N-03-21 expire) and an end date of December 31, 2021.

Because there is no structured repayment plan in the moratorium, Council may wish to enact one. The proposed Ordinance contains two options for consideration.

The first option is to establish a repayment period of July 1, 2021 through December 31, 2021 and require that full repayment be made by the end of this year. As described earlier, the existing ordinance requires tenants to pay their monthly rent on time and repay deferred rent to avoid eviction during the repayment period. It does not specify a certain

amount that must be paid each month This option therefore leaves open the possibility of a tenant paying, for example, \$1 of rent on top of monthly rent and waiting until December 31, 2021 to repay a huge sum of remaining deferred rent. It does, however, provide minimal tenant protections through December 31, and does not prevent landlords and tenants from entering into negotiated payment plans to stave off eviction.

Another option is to designate a date, such as October 1, 2021, by which a certain percentage, 25 or 50 percent, must be repaid with full repayment to be made by December 31, 2021. Designating a certain percentage to be paid midway through the repayment period would balance the equities a bit more in that a landlord who has not received any rent during the last 16 months would receive something. Requiring a certain amount to be paid decreases the burden on the tenant at the end of the repayment period and lowers the chance that final payment would not be made. On the other hand, it may be a hardship on tenants to make a partial payment midway into the repayment period if they have not had enough time to build up resources to make a repayment. Alternative language in the Ordinance is included if Council decides to entertain the second option.

Both of the aforementioned options would expressly state that the ordinance does not prevent the parties from negotiating a repayment plan, and that a lawful agreement would supersede any conflicting provisions of the ordinance. In other words, if the landlord and tenant enter their own agreement to govern repayment, they do not have to comply with the repayment provisions of the ordinance. Landlords and tenants are in the best position to assess their unique financial conditions (e.g. business performance, prior government restrictions imposed, state and federal assistance received or for which they are eligible, etc.) and what is economically feasible for each. Including such a provision could incentivize the parties to engage with one another, while also ensuring there are minimal conditional protections from eviction during the repayment period if an agreement cannot be reached.

# FISCAL IMPACTS:

There is no anticipated direct fiscal impact from this ordinance. The City of Goleta initially incurs all costs related to the City's response to the COVID-19 Pandemic but will submit requests for cost recovery to the California Office of Emergency Services (CalOES) for FEMA reimbursement.

# ALTERNATIVES:

The City Council may choose not to adopt the proposed Ordinance. Not adopting this Ordinance would mean that the residential eviction moratorium would stay in place until the City lifts its local emergency and the repayment period for the commercial evictions' moratorium would not start until the City lifts its local emergency.

**Reviewed By:** 

Legal Review By:

City Attorney

Approved By:

Kristine Schmidt Assistant City Manager

# ATTACHMENTS:

Michael Jenkins

0 **Michelle Greene** 

Michelle Green City Manager

1. Proposed Urgency Ordinance No. 21-\_\_\_ entitled "An Urgency Ordinance of the City of Goleta, California, Sunsetting the Temporary Moratorium on Residential Evictions and Amending the Repayment Provisions of the Temporary Moratorium on Commercial Evictions and Setting Forth the Facts Constituting Such Urgency."

#### ATTACHMENT 1

Proposed Urgency Ordinance No. 21-\_\_\_ entitled "An Urgency Ordinance of the City of Goleta, California, Sunsetting the Temporary Moratorium on Residential Evictions and Amending the Repayment Provisions of the Temporary Moratorium on Commercial Evictions and Setting Forth the Facts Constituting Such Urgency."

## ORDINANCE NO. 21-\_\_U

AN URGENCY ORDINANCE OF THE CITY OF GOLETA, CALIFORNIA. SUNSETTING THE TEMPORARY MORATORIUM RESIDENTIAL EVICTIONS AND ON AMENDING THE REPAYMENT PROVISIONS OF THE TEMPORARY MORATORIUM ON COMMERCIAL THE FACTS EVICTIONS AND SETTING FORTH CONSTITUTING SUCH URGENCY

The City Council of the City of Goleta does ordain as follows:

## SECTION 1. Findings.

- A. The findings set forth in Ordinance Nos. 20-07U, 20-10U and 21-02U, 21-03U are still applicable and incorporated herein by reference.
- B. The statewide moratorium on residential evictions (AB 3088, as amended by SB 91 and AB 81) will expire on June 30, 2021, after which residential tenants must resume paying their prospective monthly rent on time or face possible eviction.
- C. In addition to the state moratorium, tenants may utilize the City's local residential eviction moratorium until its expiration. It is set to expire when the City ends the local emergency declared in response to the COVID-19 pandemic.
- D. For commercial tenants, the City imposed a temporary moratorium on commercial evictions that will expire on June 30, 2021, the date when Executive Order N-03-21 expires. Executive Order N-03-21, and its predecessor orders, suspended state law preemption of local commercial eviction moratoria. The moratorium provides for a sixmonth repayment period starting from when the local emergency ends.
- E. The City Council finds that it is premature to end the local emergency. The virus has not disappeared, new variants are circulating in the area, and more variants may arise. Though conditions are significantly better than when the local emergency was first declared, the City must be ready to immediately respond to unpredictable changes as the economy reopens to pre-pandemic capacity.
- F. Notwithstanding the continuation of the local emergency, there has been a dramatic improvement in local conditions with respect to the health crisis. As of June 7, 2021, the County Public Health Department

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reported that Goleta had no new cases and only one person was still infectious. In addition, 54.7% of eligible persons in the South Region of Santa Barbara County, where Goleta is located, are fully vaccinated.

- G. Based, in part, on California's low rates of COVID-19 cases and increasing numbers of vaccinated individuals, Governor Newsom will be retiring the color-tiered *Blueprint for a Safer Economy* on June 15, 2021, allowing most businesses to operate without restrictions subject to a few exceptions.
- H. With the State's reopening of the economy on June 15th and the significantly reduced threat to public health in Goleta, the reasons that justified the residential and commercial eviction moratoria when first enacted are no longer present, and it is reasonable for the moratoria to sunset on June 30, 2021.
- I. However, the City Council recognizes that businesses may need additional time to recover from over a year of substantially reduced revenue, rehire employees, ramp up operations, and raise enough revenue to repay deferred rent. At the same time, some commercial landlords may have not been paid rent at all in over a year.
- J. The City Council desires to balance the equities between commercial landlords and tenants by amending the repayment provisions of the commercial eviction moratorium with the intent of facilitating recovery of the local economy during an unprecedented phase of the COVID-19 pandemic.
- K. The City Council finds that the repayment provisions applicable to commercial tenancies in this Ordinance are necessary and will serve a significant public purpose by stabilizing the City's local economy and promoting job creation as businesses ease back into normal operations. It is critical that employers stay in business as long as possible to generate local jobs, which in turn will ensure residents have income to pay their monthly rent as the City recovers from the economic fallout of the COVID-19 pandemic.
- L. The purpose of this Ordinance is to set a termination date for the City's residential eviction moratorium and establish a repayment period for the City's commercial eviction moratorium of July 1, 2021 through December 31, 2021. A repayment period for the residential eviction moratorium and termination date for the commercial eviction moratorium already exist.

M. This Ordinance is adopted pursuant to the City's police powers and powers afforded to the City in time of national, state, county and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution, State law and GMC Chapter 2.10 to protect the peace, health, and safety of the public. The Goleta City Council finds that this ordinance is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds urgency to approve this ordinance immediately based on the facts described herein and detailed in the staff report. Under Government Code Section 8634, this ordinance is necessary to provide for the protection of health, life and property.

**SECTION 2.** The Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by the COVID-19 Crisis, as most recently amended in Section 2 of Urgency Ordinance No. 21-03U, is amended and restated in full as follows:

- a) Notwithstanding anything to the contrary in Goleta Municipal Code and uncodified regulations, during the period of March 17, 2020 and June 30, 2021, no landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstratesthat the tenant is unable to pay rent due to financial impacts related to COVID-19.
- b) A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to CCP 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'sinability to pay rent within the meaning of this ordinance if the tenant, within seven (7) 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 or explanation to support the claim by the time back rent is 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 tothe landlord shall be held in confidence, and only used for evaluating the tenant's claim.
- c) For purposes of this ordinance "financial impacts related to COVID-19" include, but are not limited to, tenant lost household 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 a recommendation from a government health authority to stay home, self- quarantine, or avoidcongregating 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.

- d) This ordinance applies to nonpayment eviction notices and unlawful detainer actions based on such notices, served or filed during the period from March 17, 2020 through June 30, 2021.
- e) In compliance with and as allowed by AB 81, for deferred rent that came due between March 1, 2020 and June 30, 2021, a tenant must (1) begin repayment of the deferred rent on August 1, 2021 and (2) complete repayment of the deferred rent on July 31, 2022. This period from August 1, 2021 through July 31, 2022 shall be referred to as the "residential repayment period".
- f) In accordance with state law, tenants that comply with paragraphs (a)– (c) of this Section have a defense from eviction until June 30, 2021 and the corresponding rental obligations will not be deemed past due until after July 31, 2022 when the repayment period ends.
- g) Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after July 31, 2022, the end of the repayment period.
- h) Tenants must repay the deferred rent due by the end of the repayment period unless earlier forgiven by landlords through the State Rental Assistance Program known as the CA COVID-19 Rent Relief program, as may be renamed from time to time.
- i) A landlord may not charge or collect a late fee, penalty or interest 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 until July 1, 2021. If mutually agreed upon in writing between the parties, tenants may draw down on a security deposit during the repayment period to pay back rent.
- j) The protections in this ordinance pre-dated AB 3088, SB 91 and AB 81. State law may provide additional protections against evictions for nonpayment of rent due to financial impacts related to COVID-19 during the local emergency period.
- k) No other legal remedies available to landlord are affected by this

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ordinance.

 Violation of this Section 2 shall be punishable as set forth in Chapter 2.10 of the Goleta Municipal Code. If an administrative citation is pursued by the City, the amount of fine for a violationshall be as follows: \$5,000 per occurrence for first violation; \$7,500 per occurrence for second violation and \$10,000 per occurrence forthird violation or subsequent violations committed within one year of the first violation.

**<u>SECTION 3.</u>** The Temporary Moratorium on Evictions for Non-Payment of Rent by Commercial Tenants Impacted by the COVID-19 Crisis, as adopted in Section 3 of Urgency Ordinance 21-03U, is amended and restated in full as follows:

- A. Notwithstanding anything to the contrary in the Goleta Municipal Code and uncodified regulations, during the period from March 17, 2020 through June 30, 2021, no commercial landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant's businesses is subject to City, County and state orders requiring businesses to close or operate with limitations to prevent or reduce the spread of COVID-19 and the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. This period from March 17, 2020 through June 30, 2021 shall be referred to as the "commercial moratorium period".
- B. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Ordinance if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability topay rent due to a limitation or closure of the tenant's business related to COVID-19, with appropriate supporting documentation or explanation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss. For purposes of this ordinance, "in writing" includes email communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email. All financial information provided to the landlord shall be kept in confidence and only used for evaluating the tenant's claim or enforcing this provision.
- C. This Ordinance grants a defense in the event that an unlawful detainer action is commenced in violation of this ordinance.
- D. Nothing in this ordinance shall relieve the tenant of liability for unpaid rent, which the tenant must repay according to Paragraph 1, below.

 A tenant must (1) begin repayment of the deferred rent on July 1, 2021 and (2) complete repayment of the deferred rent on December 31, 2021. This period from July 1, 2021 through December 31, 2021 shall be referred to as the "commercial repayment period."

## ALTERNATIVE LANGUAGE

- A tenant must (1) begin repayment of the deferred rent on July 1, 2021; (2) pay \_\_\_\_ percent of the rent owed by October 1, 2021; and (3) complete repayment of the deferred rent no later than December 31, 2021. This period from July 1, 2021 through December 31, 2021 shall be referred to as the "commercial repayment period."
- E. A landlord may not charge or collect a late fee, penalty or interest for rent that is delayed for the reasons stated in this ordinance. A landlord shall not commence an eviction during the commercial repayment period, so long as the tenant pays rent in a timely manner after June 30, 2021 and is repaying past due rent that accrued during the commercial moratorium period in accordance with Subsection C. Nothing in this ordinance prevents landlords and tenants from negotiating written agreements setting forth a repayment plan, which plan may extend beyond the commercial repayment period in this ordinance. If a lawful agreement is executed by both parties, such agreement shall supersede any conflicting provisions of this ordinance.
- F. No other legal remedies available to landlord are affected by this ordinance.
- G. Violation of this Section 3 shall be punishable as set forth in Chapter 2.10 of the Goleta Municipal Code. If an administrative citation is pursued by the City, the amount of fine for a violation shall be as follows: \$5,000 per occurrence for first violation; \$7,500 per occurrence for second violation and \$10,000 per occurrence for third violation or subsequent violations committed within one year of the first violation.
- H. This temporary commercial eviction moratorium shall be coterminous with the expiration of Executive Order N-03-21, which is currently June 30, 2021, and shall continue automatically beyond June 30, 2021 to the earlier date of the Governor's extension of Executive Order N-03-21.
- I. Subsections C through G shall survive expiration of this ordinance.

**SECTION 4**. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the remaining provisions of this Ordinance.

**SECTION 5.** Environmental Review. The City Council finds that adoption and implementation of this ordinance is not a "project" for purposes of the California Environmental Quality Act (CEQA), as that term is defined by CEQA guidelines (Guidelines) sections 15061(b)(3), and 15378(b)(5). The effect of the ordinance will be to maintain the status quo. No new development will result from the proposed action. No impact to the physical environment will result. The City Council also alternatively finds that the adoption and implementation of this ordinance is exempt from the provisions of CEQA as an administrative activity by the City of Goleta in furtherance of its police power, that will not result in any direct or indirect physical change in the environment, per sections 15061(b)(3), and 15378(b)(5) of the CEQA Guidelines, as well as CEQA Guidelines section 15064(e) (economic regulations).

## **SECTION 6.** Urgency Declaration; Effective Date.

The City Council finds and declares that the adoption and implementation of this ordinance is necessary for the immediate preservation and protection of the public peace, health and safety as detailed above and as the City and public would suffer potentially irreversible displacement of commercial tenants resulting from the economic devastation caused by the COVID-19 crisis. As the state reopens and removes restrictions on nearly all businesses on June 15, commercial tenants face a formidable path to recovery. Substantially reduced business revenue as a result of COVID-19 and public health orders over the past 15 months have inhibited City businesses from fulfilling their financial obligations, including payment of rent due under their commercial leases. After June 30, 2021, there will no longer be moratoria on commercial or residential evictions, leaving business owners scrambling to pay off deferred and prospective rent, some of which are also residential tenants that must resume payment of monthly rent for housing. Without the immediate adoption of a date-specific repayment period, a provision the City's existing commercial moratorium lacks, tenants and landlords will be left confused about their rights and obligations after the moratorium ends. Furthermore, urgency exists because amendment of the repayment provisions will likely be preempted by state law after Executive Order N-03-21 expires on June 30, 2021. This ordinance serves the public welfare in that it will assist businesses with easing back into normal operations, which in turn will increase jobs and enable those businesses to generate the necessary revenue to pay landlords for back-rent and future rent. The sunsetting of the residential eviction moratorium is necessary because the State will no longer require social distancing and impose limitations on operations of employment centers, except in very limited circumstances, thereby allowing residential tenants to earn income and be able to pay rent. The sunsetting of the residential eviction moratorium would allow the equities between landlords and tenants to be restored. Under Government Code Section 8634 and GMC Chapter 2.10, this ordinance is necessary to provide for the protection of life and property for the reasons set out

herein. The Council therefore finds and determines that the immediate preservation of the public peace, health and safety, and protection of life and property, require that this Ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937 and take effect immediately upon adoption by four-fifths of the City Council.

#### SECTION 7. Certification.

The City Clerk shall certify to the passage and adoption of this Ordinance.

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of June 2021.

PAULA PEROTTE MAYOR

ATTEST:

## APPROVED AS TO FORM:

DEBORAH S. LOPEZ CITY CLERK MICHAEL JENKINS CITY ATTORNEY

STATE OF CALIFORNIA ) COUNTY OF SANTA BARBARA ) ss. CITY OF GOLETA )

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 21-\_\_\_ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the 15th day of June 2021, by the following roll call vote of the City Council:

AYES:

NOES:

ABSENT:

**ABSTENTIONS:** 

(SEAL)

DEBORAH S. LOPEZ CITY CLERK