



Agenda Item B.2
DISCUSSION/ACTION ITEM
Meeting Date: September 21, 2021

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, Clarifying the Residential Eviction Moratorium to Comport with State Law and Amending the Repayment Provisions of the Commercial Evictions Moratorium 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, Clarifying the Residential Eviction Moratorium to Comport with State Law, and Amending the Repayment Provisions of the Temporary Commercial Evictions Moratorium 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 May 1, 2022 through April 30, 2023. The repayment period is set by state law.¹ The moratorium does not include a sunset date and, unless amended, will be in effect until the end of the local emergency. The proposed Ordinance proposes the sunset date of the City’s residential moratorium to be coterminous with the State’s residential evictions moratorium, which is currently September 30, 2021. If the State’s moratorium is extended, the City’s moratorium automatically extends.

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 City’s

¹ The City’s current ordinance sets forth a repayment period of August 1, 2021 through July 31, 2021. Due to the latest amendments to the statewide eviction moratorium, May 1, 2022 through April 30, 2023 is the new repayment period. This is true regardless of what is stated in the City’s existing ordinance.

commercial evictions moratorium is coterminous with the Executive Order that authorizes cities to impose commercial evictions moratoria with immunity from preemption. Executive Order N-08-21 is set to expire on September 30, 2021. The moratorium did not include specific dates for the repayment period, but instead provide 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 October 1, 2021, through March 31, 2022 (i.e., the six months following expiration of Executive Order N-08-21). Starting October 1, 2021, tenants must again pay their regular monthly rent on time as well as begin to repay deferred rent that came due March 17, 2020 through September 30, 2021. Failure to pay regular rent on time will subject tenants to eviction, but they cannot be evicted for failure to pay deferred rent (i.e., rent that came due March 17, 2020 – September 30, 2021) until after March 31, 2022, the end of the repayment period. This defense to eviction during the commercial repayment period only applies if tenants are repaying some amount of deferred rent during the repayment period.

DISCUSSION

Residential Eviction Moratorium

In March 2020, when the City first adopted its residential eviction moratorium, the residential evictions moratorium did not include a specific date for when the moratorium would 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. As the last few months have shown, there is no way to predict if circumstances will take another turn. California lifted capacity restrictions on businesses on June 15, 2021, and the unvaccinated were permitted to be in indoor public places without masks. In August 2021, however, due to a rapid increase in COVID-19 cases, Santa Barbara County Public Health reinstated a universal mask mandate regardless of vaccination status. Accordingly, the local emergency is ongoing and should not be lifted so that the City can retain the ability to quickly respond to unexpected changes to effectively protect the public.

While the local emergency remains in place due to the uncertainty of the virus and its impacts on Goleta residents, reasons that justify the continuation of the residential eviction moratorium must be considered separately. 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 stay-at-home orders were in effect and 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. Since then, on June 15, 2021, the Governor retired 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 the elimination of stay-at-home orders mean people have been able to work and earn income to pay rent again.

The State's residential evictions moratorium has been extended a number of times due to changing circumstances caused by COVID-19. Currently, AB 832 provides that due to the effects of COVID-19 financial distress and the need for protection of residential tenants, the statewide residential evictions moratorium will end on September 30, 2021. The City's grounds for having a local residential eviction moratorium are similar to that of the State's.

For these reasons, staff proposes that the City's residential evictions moratorium be coterminous with the State's residential evictions moratorium. The termination of the State moratorium is currently September 30, 2021. If this date is extended by another legislative act or an Executive Order from the Governor, the term of the City's moratorium would automatically extend. This approach is consistent with how the term of the commercial eviction moratorium is structured, which is coterminous with the Executive Order suspending preemption of State law on local commercial evictions moratoria.

The residential evictions moratorium is also revised to conform to the latest amendments to State law. The most recent amendment to State law, AB 832, changed the residential repayment period to May 1, 2022 through April 30, 2023.

Commercial Eviction Moratorium

The City also passed a commercial eviction moratorium in March 2020, which is shielded from state law preemption under Executive Order N-08-21 and its predecessor orders. Under the moratorium, a commercial tenant is entitled to defer rent between March 2020 through September 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-08-21 beyond September 30, 2021. Therefore, the proposed Ordinance would set a repayment start date of October 1, 2021 (the day after the moratorium and Executive Order N-08-21 expires) and an end date of March 31, 2022.

Because there is no structured repayment plan in the moratorium, Council may wish to enact one. The proposed Ordinance contains two options for consideration. Council must select an option included on page 6, Section 3D of the Ordinance. Under both options, so long as the tenant is pays any amount back upon the start of the repayment period, which could be as little as \$1, the tenant may not be evicted before the end of the repayment period, or March 31, 2022.

The first option is to only establish a repayment period of October 1, 2021 through March 31, 2022 and not require any installment payment(s) to be made before March 31, 2022. 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 March 31, 2022 to repay a huge sum of remaining deferred rent. This option does not prevent landlords and tenants from entering into negotiated payment plans.

Another option is to designate a date, such as January 1, 2022, by which a certain percentage, 25 or 50 percent, must be repaid with full repayment to be made by March 31, 2022. 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 18 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 work a hardship on tenants to have to make a partial payment midway into the repayment period if they have not had enough time to build up enough resources to make a repayment. In the previous few months, staff has received feedback from one landlord favoring an installment payment framework because the tenant has not paid rent since March 2020.

Both 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 into 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 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 Federal Emergency Management Agency (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, the existing residential eviction moratorium repayment period would not comport with state law, and the repayment period for the commercial eviction moratorium would not start until the City lifts its local emergency.


Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Proposed Urgency Ordinance No. 21-__ entitled "An Urgency Ordinance of the City of Goleta, California, Clarifying the City's Residential Evictions Moratorium to Comport with State Law and Amending the Repayment Provisions of the City's Commercial Evictions Moratorium 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, Clarifying the City’s Residential Evictions Moratorium to Comport with State Law and Amending the Repayment Provisions of the City’s Commercial Evictions Moratorium and Setting Forth the Facts Constituting Such Urgency.”

ORDINANCE NO. 21-__U

AN URGENCY ORDINANCE OF THE CITY OF GOLETA, CALIFORNIA, CLARIFYING THE RESIDENTIAL EVICTIONS MORATORIUM TO COMPORT WITH STATE LAW AND AMENDING THE REPAYMENT PROVISIONS OF THE COMMERCIAL EVICTIONS MORATORIUM AND SETTING FORTH THE FACTS 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, AB 81 and AB 832) will expire on September 30, 2021, after which residential tenants must resume paying their prospective monthly rent on time or face possible eviction. On June 28, 2021, AB 832 was signed into law and provides that repayment of deferred rent must begin on May 1, 2022.
- 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 September 30, 2021, the date when Executive Order N-08-21 expires. Executive Order N-08-21, and its predecessor orders, suspended state law preemption of local commercial eviction moratoria. The moratorium provides for a six-month 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, local conditions with respect to the health crisis appear to be stabilizing

following a resurgence in cases due to the delta variant. As of September 10, 2021, the County Public Health Department reported that Goleta had three new cases and 38 people were still infectious. In addition, 66.1% of eligible persons in the South Region of Santa Barbara County, where Goleta is located, are fully vaccinated.

- G. 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. The termination of the City's residential eviction moratorium should be coterminous with the State's residential eviction moratorium and Governor's Executive Order suspension of state law preempting local commercial moratoria, the termination of which is September 30, 2021.
- H. 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 the last 18 months. 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.
- I. 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.
- J. The purpose of this Ordinance is to align the term of the City's residential eviction moratorium with the State's residential eviction moratorium, conform the City's residential eviction moratorium repayment period with AB 832, and establish a repayment period for the City's commercial eviction moratorium.
- K. 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 September 30, 2021, no landlord shall endeavor to evict a 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. This period from March 17, 2020 through September 30, 2021 shall be referred to as the “residential moratorium”, and is subject to automatic extension pursuant to Subsection N.
- 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’s inability 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 to the 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 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.

- 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 September 30, 2021.
- E. In compliance with and as allowed by AB 832, for deferred rent that came due between March 1, 2020 and September 30, 2021, a tenant must (1) begin repayment of the deferred rent on May 1, 2022 and (2) complete repayment of the deferred rent on April 30, 2023. This period from May 1, 2022 through April 30, 2023 shall be referred to as the “residential repayment period”.
- F. In accordance with state law, tenants that comply with Subsections A through C of this Section have a defense from eviction and rent deferred during the residential moratorium will not be deemed past due until after April 30, 2023 when the residential repayment period ends.
- G. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after April 30, 2023, the end of the residential repayment period.
- H. Tenants must repay the deferred rent due by the end of the residential repayment period unless earlier forgiven or waived 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. If mutually agreed upon in writing between the parties, tenants may draw down on a security deposit during the residential repayment period to pay back-rent.
- J. For the duration of the residential moratorium, 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.
- K. The protections in this ordinance pre-dated AB 3088, SB 91, AB 81

and AB 832. 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.

- L. No other legal remedies available to landlord are affected by this ordinance.
- M. 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 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.
- N. This Section 2 shall be coterminous with the expiration of the State's temporary residential eviction moratorium, which is currently September 30, 2021, and shall continue automatically beyond September 30, 2021 to the earlier date of the extension of the State's temporary residential eviction moratorium or an Executive Order having the same effect.
- O. Subsections E through I, and Subsection M shall survive the expiration of this Section 2.

SECTION 3. 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 September 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 September 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 to pay 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.
 - 1. A tenant must (1) begin repayment of the deferred rent on October 1, 2021 and (2) complete repayment of the deferred rent on March 31, 2022. This period from October 1, 2021 through March 31, 2022 shall be referred to as the "commercial repayment period."

ALTERNATIVE LANGUAGE

- 1. A tenant must (1) begin repayment of the deferred rent on October 1, 2021; (2) pay ___ percent of the rent owed by January 1, 2022; and (3) complete repayment of the deferred rent no later than March 31, 2022. This period from October 1, 2021 through March 31, 2022 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 September 30, 2021 and is repaying past due rent that accrued during the commercial moratorium period in accordance with Subsection D. 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-08-21, which is currently September 30, 2021, and shall continue automatically beyond September 30, 2021 to the earlier date of the Governor's extension of Executive Order N-08-21.
- 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. Despite the fact that the state reopened and removed 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 year and a half have inhibited City businesses from fulfilling their financial obligations, including payment of rent due under their commercial leases. After September 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-08-21 expires on September 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.

There is also urgency for the City Council to approve the ordinance's sunseting of the residential eviction moratorium (conditioned on state action) before September 30, 2021, the date when the state residential eviction is scheduled to expire. Once the state moratorium expires, the City can no longer point to statewide public purposes for its moratorium and must instead exclusively rely on local conditions to justify continuation of its moratorium. Local conditions have changed. Neither the State or County has re-imposed stay at home orders, businesses have been allowed to operate at full capacity, school-aged children are back in school, and parents no longer have to assume full time care of them. All of these factors allow residential tenants to earn income and be able to pay rent. For these reasons, it is critical to stop the continuation of the residential eviction moratorium past September 30, 2021 in order to help rebalance the economic burdens of residential landlords and tenants. 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 21st day of September 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 21st day of
September 2021, by the following roll call vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

DEBORAH S. LOPEZ
CITY CLERK

Urgency Ordinance No. 20-__ U Clarifying the City's Temporary Residential Evictions Moratorium
to Comport with State Law and Amending the Repayment Provisions Commercial Evictions
Moratorium and Setting Forth the Facts Constituting Such Urgency

Urgency Ordinance No. 20-___ U Clarifying the City's Temporary Residential Evictions Moratorium to Comport with State Law and Amending the Repayment Provisions Commercial Evictions Moratorium and Setting Forth the Facts Constituting Such Urgency