

# City of Sonoma

## ORDINANCE # 02 -2020

**URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA  
ADOPTING BY REFERENCE THE “URGENCY ORDINANCE OF THE BOARD OF  
SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND THE  
BOARD OF COMMISSIONERS OF THE SONOMA COUNTY COMMUNITY DEVELOPMENT  
COMMISSION ESTABLISHING AN AFFIRMATIVE DEFENSE TO EVICTION ARISING FROM  
INCOME LOSS OR SUBSTANTIAL MEDICAL EXPENSES RELATED TO COVID-19” AND  
ESTABLISHING AN AFFIRMATIVE DEFENSE TO COMMERCIAL EVICTIONS ARISING  
FROM INCOME LOSS OR SUBSTANTIAL MEDICAL EXPENSES RELATED TO COVID-19**

WHEREAS, on March 24, 2020, the Board of Supervisors of the County of Sonoma and the Board of Commissioners of the Sonoma County Community Development Commission adopted an ordinance to establish an affirmative defense to residential evictions arising from income loss or substantial medical expenses related to COVID-19 (sometimes hereafter referred to as the “County Eviction Moratorium Ordinance”); and

WHEREAS, in said County Eviction Moratorium Ordinance, the County Board of Supervisors and the Board of Commissioners of the Sonoma County Community Development Commission (collectively referred to as “Board”) made specific findings as to the widespread and devastating impacts that the COVID-19 pandemic was having and continues to have on the safety and health as well as the economic well-being of the residents of the County of Sonoma, including the residents of its cities. And based thereon, and in the exercise of its emergency powers granted it by the California Emergency Services Act, the Board adopted an urgency ordinance prohibiting evictions for the duration of the County of Sonoma’s public health and local emergencies and for sixty (60) days thereafter, for any residential tenant who can demonstrate that he or she has received a notice of eviction for failure to pay rent and that such failure results from a substantial loss of income or substantial out-of-pocket medical expenses resulting from the COVID-19 pandemic or any local, state, or federal government response to the COVID-19 pandemic; and

WHEREAS, the instant urgency Ordinance being adopted by the City Council of the City of Sonoma adopts by reference the County Eviction Moratorium Ordinance and hereby incorporates by reference the findings contained in said County Eviction Moratorium Ordinance; and

WHEREAS, the City Council of the City of Sonoma further finds that the City of Sonoma’s Municipal Code at Section 2.36.060 empowers the City Manager, as the Director of Emergency Services, to issue proclamations of local emergency. Based upon and due to the COVID-19 pandemic, the City of Sonoma’s Director of Emergency Services issued a proclamation declaring the existence of a local emergency pursuant to Government Code §§8558 and 8630 on March 12, 2020. By Resolution adopted on March 16, 2020, the City Council of the City of Sonoma unanimously ratified the proclamation declaring the existence of a local emergency by the Director of Emergency Services and therein found that “conditions of extreme peril to the safety of persons and property have arisen within the City caused by the threat of COVID-19 that will impact significant City and community operations, including critical public infrastructure and services, and which will require the provision of additional public safety and emergency services” and that the adverse, financial impacts to the City’s revenues and the City’s tourism-based economy, businesses, and the City’s community members will be significant and have been significant; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order No. N-28-20 which suspended provisions of state law that would preempt or otherwise restrict the police power of the City to impose limitations on residential and commercial evictions. The suspension only applies to the City-imposed limitations on evictions for non-payment of rent or foreclosure arising from a documented, substantial decrease in household or business income (including from layoffs, reduction in paid work hours, substantial decrease in business income from reduced opening hours or consumer demand) or substantial out-of-pocket medical expenses due to COVID-19 or any local, state, or federal government response to COVID-19. In short, this part of Executive Order N-28-20 suspends state statutes that otherwise could preempt City-enacted eviction protections for tenants (commercial or residential) who are unable to pay rent due to income loss or medical expenses resulting from COVID-19 reasons. By its terms, Executive Order N-28-20 expires May 31, 2020; and

WHEREAS, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 which extends from five (5) days to sixty (60) days the time for residential tenants to respond to a landlord's complaint that seeks to evict the tenant for non-payment of rent, if the tenant gives notice to the landlord and documents that his or her inability to pay rent is due to COVID-19 in accordance with the requirements specified in the Executive Order N-37-20. The order also prohibits enforcement of eviction writs by the courts and by law enforcement officials if the tenant satisfies the requirements specified in the Order; and

WHEREAS, on March 31, 2020, the Sonoma County Health Officer issued Order No. C-19-05 extending the shelter-in-place Order No. C-19-03 beyond April 7, 2020 to May 3, 2020, and in said Order No. C-19-05, the Sonoma County Health Officer reiterated that "All individuals currently living within the County are ordered to shelter at their place of residence," exempting from this prohibition travel connected only with "essential activities," "essential governmental functions" or to work for "essential businesses;" and

WHEREAS, on April 6, 2020, the Judicial Council of California adopted temporary emergency rules, effectively suspending the prosecution of and entry of default in eviction cases and suspending judicial foreclosures, except where necessary to protect public health and safety, through ninety (90) days after the Governor's COVID-19 emergency declaration is lifted, or until amended or repealed by the Judicial Council; and

WHEREAS, the City Council of the City of Sonoma desires to maintain economic infrastructure so that "Essential Businesses" as that term is defined in the Sonoma County Health Officer's Order No. C-19-05 dated March 31, 2020, may remain open and continue operations uninterrupted in support of residents who are sheltering in place, and so that all businesses have the ability to recover from the impacts of the virus and continue to provide employment and generate tax revenue so that economic recovery is possible after the emergency is over, all of which are in the interest of the public peace, health, safety and welfare; and

WHEREAS, during this time of shelter in place, self-isolation, and other social distancing, many individuals are experiencing substantial losses of personal or business income as a result of business closures or the loss of hours or wages or layoffs related to COVID-19, hindering their ability to pay rent and/or utility bills, and/or businesses' ability to secure or provide insurance coverage; and

WHEREAS, the COVID-19 pandemic and associated public health orders have resulted in the closure of many local businesses until at least May 3, 2020, and it will impose extreme restrictions on other local businesses until then, and possibly thereafter; and

WHEREAS, displacement of residents and businesses through eviction for failure to pay rent or failure to pay utilities destabilizes the living situation of residents, the viability of businesses, and the living situation of business owners and employees, undermines and makes less effective the provisions of the County Health Officer's Order for Essential Businesses, and negatively impacts the health of the community by (i) removing the locations where the City's residents may be sheltering in place, self-isolating or practicing other social distancing measures, (ii) removing access to provision and receipt of essential services or activities and (iii) removing essential means of accessing and communicating essential service information and related public health and safety information; and

WHEREAS, if commercial tenants are evicted from their premises because the tenants cannot pay the rent due to falling patronage, the mandatory closure of their business pursuant to the County Health Officer's shelter in place orders, or for other reasons resulting from the COVID-19 pandemic, and/or the government's responses thereto, their employees will be put out of work. This will in turn eliminate or substantially reduce the income being earned by these employees, making it difficult, impossible or practically infeasible for them to pay their rent for their residential rental properties, subjecting them to eviction from their homes; and

WHEREAS, if Essential Businesses which are otherwise permitted to continue in operation under the County Health Officer's shelter in place orders nonetheless are unable to financially afford the payment of rent during the pandemic, they too will be subject to eviction and closure. This will result in (a) the reduction to the Community of essential services such as food, auto repair and the like and (b) other Essential Businesses being more heavily patronized and making it more difficult for the remaining Essential Businesses to uphold and enforce the social distancing requirements applicable to their employees and their customers; and

WHEREAS, the eviction of commercial tenants frequently requires the removal from the leased premises of certain tenants' improvements, fixtures and/or other personal property. Additionally, such removed property must be transported and/or disposed of in some fashion. Such activities increase and exacerbate the likelihood that the persons involved in such activities will come in close contact with each other, further spreading the virus; and

WHEREAS, the City Council of the City of Sonoma desires to create stability for the impacted residents and businesses to ensure that they can (i) comply with local, state and federal directives to practice social distancing, (ii) access, provide and receive essential services from Essential Businesses, and (iii) access and communicate essential service information and related public health and safety information, which is in the interest of the public peace, health, safety and welfare; and

WHEREAS, the above-referenced County Eviction Moratorium Ordinance, the Governor's Executive Orders, and the Judicial Council's temporary rules will, by their own terms, expire. In addition, the County Residential Moratorium Ordinance and Executive Order No. N-37-20 do not cover commercial evictions, thus, leaving commercial tenants renting property in the City potentially exposed to unjust and premature evictions because of non-payment of rent due to COVID-19 reasons; and

WHEREAS, therefore, it is necessary for the City of Sonoma, in the exercise of its own police powers, to adopt its own commercial eviction moratorium ordinance that not only protects against evictions of commercial tenants for non-payment of rent due to COVID-19 reasons, but also provides for a sixty (60)-day period of time following the date that the Governor's emergency declaration related to COVID-19 pandemic is lifted within which commercial tenants who did not previously pay rent due to COVID-19 reasons, to pay that rent to their landlords; and

WHEREAS, California Government Code §§8630 and 8634, and the City of Sonoma's Municipal Code Section 2.36.060(6)(a) empower the City Council to make and issue rules and regulations on matters related to the protection of life, property and the environment as affected by local emergencies, as defined by California Government Code §8558 based upon a proclamation of a local emergency; and

WHEREAS, in addition to the emergency powers vested in it pursuant to the provisions of law cited above, the City of Sonoma possesses broad police power authority to maintain public peace, health and safety of its community and preserve quality of life for residents throughout the City; and

WHEREAS, California Government Code §36937 authorizes the adoption of an urgency ordinance for the "immediate preservation of public peace, health or safety," as long as such ordinance contains a declaration of the facts constituting the urgency and it is passed by a four-fifths (4/5ths) vote of the City Council; and

WHEREAS, for reasons set forth above, this Ordinance is declared by the City Council to be necessary for preserving public peace, health, safety and welfare, and to avoid a current, immediate and direct threat thereto, and the recitals above taken together constitute the City Council's statements of the reasons constituting such necessity and urgency.

NOW, THEREFORE, the City Council of the City of Sonoma does ordain as follows:

Section 1. Recitals. The City Council finds and determines that the foregoing recitals to be true and correct and hereby incorporates them into this Ordinance.

Section 2. CEQA. Adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to the following, each a separate and independent basis:

California Public Resources Section 21080(b)(4) and CEQA Guidelines Section 15269(c) -- because adoption of this Ordinance is to prevent or mitigate an emergency; CEQA Guidelines Section 15061(b)(3) -- because this Ordinance only regulates evictions and rents and it can be seen as certainty that there is no potential for it to cause a significant effect on the environment; CEQA Guidelines Section 15183 -- because this Ordinance is consistent with the City's general plan policies and goals and/or CEQA Guidelines Section 15378(b) -- because this Ordinance is not a project but an administrative action that will not result in direct or indirect physical changes to the environment.

Section 3. Authorities; Term; Extension Period. This Ordinance is enacted pursuant to the City of Sonoma's general police powers, Section 7 of Article XI of the California Constitution and California Government Code §§8630, 8634, 36934 and 36937, the Governor's Proclamation of a State of Emergency dated March 4, 2020, and the Governor's Executive Order No. N-28-20, and any other rights, authorizations or obligations provided under local, County of Sonoma, State of

California, and federal law. This Ordinance is effective immediately and Sections 4, 5(B) and 6 hereof shall expire on May 31, 2020 ("Moratorium Termination Date"), concurrent with Executive Order N-28-20; provided, however, that Sections 4, 5(B) and 6 of this Ordinance shall be automatically extended as Executive Order N-28-20 is extended, or the tenant protections therein are extended pursuant to another Governor's Executive Order; provided, further, however, that Section 4(A) and (B) hereof and Section III(2) of the County Eviction Moratorium Ordinance shall not expire on the Moratorium Termination Date.

Section 4. Residential Eviction Moratorium -- Adoption by Reference to the County Eviction Moratorium Ordinance. Subject to the amendment specified below, the City Council of the City of Sonoma hereby adopts by reference Sections I, II and III (1), (2), (4) and (5) of the "Urgency Ordinance of the Board of Supervisors of the County of Sonoma, State of California, and the Board of Commissioners of the Sonoma County Community Development Commission Establishing an Affirmative Defense to Eviction Arising from Income Loss or Substantial Medical Expenses Related to COVID-19" adopted by the Board on March 24, 2020, a true and correct copy of which is attached hereto as **Exhibit A**. Said County Eviction Moratorium Ordinance, as adopted hereby and amended herein, shall govern evictions of tenants from residential real property located in the City of Sonoma.

A. Section III (5) of the County Eviction Moratorium Ordinance is amended to read as follows:

"5. (A) Grace Period (180-day Pay Back Period). Nothing in this Ordinance relieves the Tenant of liability for the unpaid rent, which the Owner may seek after the Moratorium Termination Date (or any extension thereof). However, with respect to any rent not paid ("unpaid rent") pursuant to Section III(4), the Tenant shall have up to 180 days after the Moratorium Termination Date to tender the full amount of the unpaid rent to the Owner, before the Tenant shall be deemed to be in default of rent payment obligations. The Tenant shall tender the full amount of unpaid rent within 90 days after the Moratorium Termination Date if able to do so; however, if the Tenant remains unable to tender the full amount of the unpaid rent for the reasons set forth in Section III(4)(A) and (B), then, prior to the expiration of said 90 day period, the Tenant shall provide the Owner a written notice and additional documentation to support that claim and thereby extend the repayment date an additional 30 days. Should the Tenant need to extend the repayment date further, s/he may do so in 30 day increments, but s/he must submit notices thereof and supporting documentation to the Owner prior to the end of each 30 day repayment extension deadline in order to extend the deadline an additional 30 days, but under no circumstances shall the Owner be required to extend the deadline beyond 180 days after the Moratorium Termination Date; provided, however, that in the event state law or state order is amended or adopted providing for a longer repayment period, then the repayment period provided by the state law or order shall apply under this Ordinance; and provided further, that in the event the Owner and Tenant agree to a longer repayment period, then that agreement shall determine the repayment period and the terms and conditions under which the repayment shall be made. An Owner may not, through the eviction process, seek unpaid rent, provided that the delay in paying rent and the Tenant's repayment of the rent are in conformance and consistent with the terms of (i) this Ordinance or (ii) the said agreement between the Owner and Tenant.

"(B) Late Fees. For the grace period specified above, an Owner may not charge or collect a penalty for, late fee for or interest on unpaid rent due from a Tenant who

demonstrated substantial loss of income or substantial out-of-pocket medical expenses as required under this Ordinance.”

- B. The remedy for violating the County Eviction Moratorium Ordinance which is adopted by reference hereby provides as follows:

“An Owner’s failure to comply with this Ordinance shall render any notice of termination of a Tenancy void. This Ordinance may be asserted as an affirmative defense by any Tenant residing in Sonoma County against any unlawful detainer action brought by any Owner in violation of this Ordinance.

“An Owner’s failure to comply with this Ordinance does not constitute a criminal offense but will allow for an aggrieved Tenant to institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages (including damages for mental or emotion distress as specified below), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotion distress, said award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of this Ordinance. The prevailing party shall be entitled to reasonable attorney’s fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the Tenant under local, state or federal law.”

## Section 5. Commercial Eviction Moratorium.

- A. Definitions. In addition to the definitions set forth in the County Eviction Moratorium Ordinance, the following words and phrases are hereby defined to mean the following:

(1) “Commercial real property” means any developed real property that is used as a place of business.

(2) “Landlord” means any natural person, partnership, corporate or fictitious entity, acting as a lessor or sublessor, whether as a principal or through an agent, who receives or is entitled to receive rent in exchange for the use or occupancy of any commercial real property for rent.

(3) “Rent” means the financial obligation or monetary payment a tenant or commercial tenant owes an owner or landlord, respectively, for the occupancy or use of real property whether by written or oral agreement.

(4) “Commercial tenancy” means the lawful occupancy of commercial real property by agreement, or on a month-to-month basis, or for a fixed term in excess of thirty (30) days.

(5) “Commercial tenant” means the lawful occupant of commercial real property whether by lease, sublease or other agreement.

- B. Prohibitions on Commercial Evictions.

(1) Through the Moratorium Termination Date, a landlord of commercial real property shall not terminate a commercial tenancy for failure to pay rent if the commercial tenant demonstrates that the failure to pay rent is directly related to a substantial decrease in income or substantial out-of-pocket medical expenses associated with the COVID-19 pandemic or any local, state, or federal government response to the COVID-19 pandemic.

(2) To invoke the protections of this Ordinance, a commercial tenant must demonstrate, through documentation or other objectively verifiable means:

(a) A reduction of twenty percent (20%) or more of a commercial tenant's monthly gross business receipts caused by a reduction in opening hours or consumer demand, work closures, reduction in staff reporting to work, compliance with government health authority orders, or other similarly caused reason resulting in loss of business income caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented, when that monthly gross business receipts are compared to the commercial tenant's average monthly gross business receipts during the calendar year 2019; or

(b) Substantial out-of-pocket medical expenses caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19 and is documented.

(3) "Adequate documentation" of a substantial decrease in business income or substantial out-of-pocket medical expenses from the COVID-19 pandemic includes, but is not limited to, a declaration signed by the commercial tenant under penalty of perjury, employer paycheck stubs, bank statements, Form 941s, financial statements, medical billings, credit card statements, tax filings or other objective, verifiable evidence of the commercial tenant's expenses or other matters affecting the commercial tenant's income.

(4) The commercial tenant must notify the landlord in writing before the rent is due, or within a reasonable period of time afterwards, not to exceed fourteen (14) days, that the commercial tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, consistent with this Ordinance.

(5) A landlord that knows that a commercial tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Civil Code of Procedure §1161, file or prosecute an unlawful detainer action based on a three (3)-day pay or quit notice, or otherwise seek to evict the commercial tenant for non-payment of rent.

(6) The City encourages commercial tenants to inform landlords in writing of the former's inability to pay full rent as soon as is practicable after the commercial tenant becomes aware of a substantial decrease in business income or substantial out-of-pocket medical expenses that would prevent him/her from paying full rent. A landlord is deemed to know of a commercial tenant's inability to pay rent within the meaning of this Ordinance if the commercial tenant, within fourteen (14) days after the date rent is due, notifies the landlord in writing that the commercial tenant is unable to pay the full rent because of a substantial decrease in business income or the need to pay substantial out-of-pocket medical expenses due to the COVID-19 pandemic, or because of any local, state, or federal government response to COVID-19, and provides documentation to support the claim. Any medical or financial information provided to the landlord shall be held in

confidence and only used for evaluating the commercial tenant's claim. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord, or the landlord's representative with whom the commercial tenant has previously corresponded by email or text.

(7) Constructive Evictions. The prohibition against terminating commercial tenancies in this Ordinance shall also apply to a landlord's action that constitutes constructive eviction (such as terminating a commercial tenant's utilities) under California law.

(8) Exceptions. Terminations of commercial tenancies that are required to comply with an order issued by a governmental agency or court requiring that the commercial real property be vacated are excepted from the prohibitions in this Ordinance.

Section 6. Moratorium on Judicial Foreclosures. As provided for in Executive Order N-28-20 and consistent with the other provisions in this Ordinance, the statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a *et seq.*; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 *et seq.*; and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is hereby suspended as applied to any tenancy, or residential real property and any occupation thereof, to which a limitation on eviction is imposed pursuant to this Ordinance.

Section 7. Grace Period (180-day Pay Back Period).

A. Nothing in this Ordinance relieves the commercial tenant of liability for the unpaid rent, which the landlord may seek after the Moratorium Termination Date (or any extension thereof). However, with respect to any rent not paid ("unpaid rent") pursuant to Section 5(B), above, the commercial tenant shall have up to 180 days after the Moratorium Termination Date to tender the full amount of the unpaid rent to the landlord, before the commercial tenant shall be deemed to be in default of rent payment obligations. The commercial tenant shall tender the full amount of unpaid rent within 90 days after the Moratorium Termination Date if able to do so; however, if the commercial tenant remains unable to tender the full amount of the unpaid rent for the reasons set forth in Section 5(B)(1) and (2), above, then, prior to the expiration of said 90 day period, the commercial tenant shall provide the landlord a written notice and additional documentation to support that claim and thereby extend the repayment date an additional 30 days. Should the commercial tenant need to extend the repayment date further, s/he may do so in 30 day increments, but s/he must submit notices thereof and supporting documentation to the landlord prior to the end of each 30 day repayment extension deadline in order to extend the deadline an additional 30 days, but under no circumstances shall the landlord be required to extend the deadline beyond 180 days after the Moratorium Termination Date; provided further, however, that in the event state law or state order is amended or adopted providing for a longer repayment period, then the repayment period provided by the state law or order shall apply under this Ordinance; and provided further, that in the event the landlord and commercial tenant agree to a longer repayment period, then that agreement shall determine the repayment period and the terms and conditions under which the repayment shall be made. A landlord may not, through the eviction process, seek unpaid rent, provided that the delay in paying rent and the commercial tenant's repayment of the rent are in conformance and consistent with the terms of (i) this Ordinance or (ii) the said agreement between the landlord and commercial tenant.



- B. Late Fees. For the grace period specified above, a landlord may not charge or collect a penalty for, late fee for or interest on unpaid rent due from a commercial tenant who demonstrated substantial decrease in business income or substantial out-of-pocket medical expenses in accordance with and as required under this Ordinance.

Section 8. Notices of Termination of Tenancy. A landlord's or owner's failure to comply with this Ordinance shall render any notice of termination of a commercial or residential tenancy, where termination would be in violation of this Ordinance, void. Any notice of termination served on a commercial or residential tenant prior to the end of the 180-day grace period, must contain the reasons for the termination of the commercial or residential tenancy and the following notice in at least 12-point font:

NOTICE: THE CITY OF SONOMA HAS ADOPTED A TEMPORARY MORATORIUM ON EVICTIONS FOR RESIDENTIAL AND COMMERCIAL TENANTS FOR NONPAYMENT OF RENT DUE TO COVID-19. A COPY OF THE CITY ORDINANCE IS ATTACHED.

Section 9. Remedies.

A. This Ordinance may be asserted as an affirmative defense by any commercial tenant conducting business in the City of Sonoma against an unlawful detainer action brought by any landlord in violation of this Ordinance.

B. A landlord's failure to comply with this Ordinance does not constitute a criminal offense but will allow for an aggrieved commercial tenant to institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages (including damages for mental or emotional distress as specified below), and whatever relief the court deems appropriate. In a case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of this Ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the commercial tenant under local, state, or federal law.

Section 10. Retroactivity. This Ordinance applies to non-payment eviction notices and unlawful detainer actions based on such notices, served or filed on or after March 12, 2020, through the term of this Ordinance. The facts justifying the retroactive application of this Ordinance are set forth in Section 1, above.

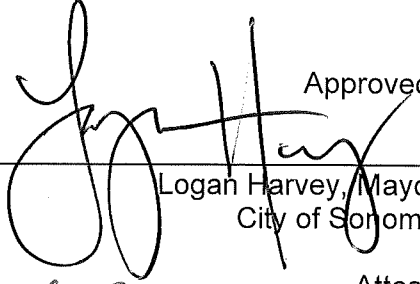
Section 11. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.


Section 12. Effective Date and Publication. This Urgency Ordinance shall become effective immediately upon its adoption pursuant to California Government Code §36937. Prior to the expiration of fifteen (15) days from the passage of this Ordinance, the Ordinance or a summary

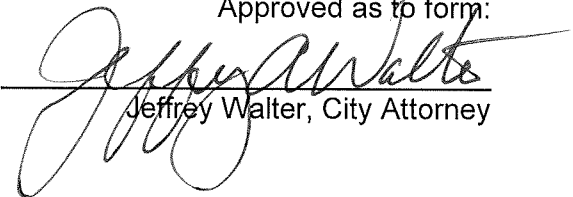
thereof shall be posted or published as may be required by law. This Ordinance shall not be codified.

The foregoing urgency ordinance was introduced, adopted and ordered published or posted at a meeting of the Sonoma City Council held on May 18, 2020, and passed by the following vote:

AYES: **AGRIMONTI, COOK, HUNDLEY, HARVEY**  
NOS:  
ABSENT: **HARRINGTON**  
ABSTAIN:

Approved:  
  
\_\_\_\_\_  
Logan Harvey, Mayor  
City of Sonoma

Attest:  
  
\_\_\_\_\_  
Rebekah Barr, City Clerk  
City of Sonoma

Approved as to form:  
  
\_\_\_\_\_  
Jeffrey Walter, City Attorney