

ORDINANCE NO. 752

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COMMERCE ADDING CHAPTER 9.95 TO THE COMMERCE MUNICIPAL CODE,
RELATING TO JUST CAUSE TERMINATION OF TENANCIES, RENT CONTROL,
AND DECLARING THE URGENCY THEREOF**

WHEREAS, pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and resolutions for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, the California State Legislature adopted the Tenant Protection Act of 2019 (the "Act"), and the Act became effective by its own terms as of January 1, 2020; and

WHEREAS, the Act provides certain tenants of residential real property with just cause eviction protections under certain circumstances; and

WHEREAS, the Act provides that a local ordinance adopted after September 1, 2019 requiring just cause for termination of a residential tenancy shall supersede California Civil Code Section 1946.2 only if the ordinance is "more protective" than Section 1946.2; and

WHEREAS, the City Council desires to adopt an ordinance with just cause termination of tenancy provisions that are more protective than Civil Code Section 1946.2; and

WHEREAS, the Act does not provide for enforcement of its provisions; and

WHEREAS, local enforcement of local legislation relating to the Act provides greater additional tenant protections than the Act by proactively protecting tenants from landlords who violate the rights of tenants, thereby discouraging such behavior; and

WHEREAS, it has been reported some landlords attempt to issue just cause eviction notices for substantial remodeling prior to any governmental permits being issued for such work; and

WHEREAS, this action may lead to tenants being evicted "for cause" without substantial renovation ever taking place, in violation of the Act; and

WHEREAS, requiring governmental permits be acquired prior to issuing a notice of eviction for substantial renovation provides additional tenant protections than the Act; and

WHEREAS, the Act limits the amount of rent increase landlords may apply to certain tenants of residential real properties; and

WHEREAS, the Act is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with the Costa-Hawkins Rental Housing Act;

WHEREAS, this Urgency Ordinance is consistent with the Costa-Hawkins Rental Housing Act; and

WHEREAS, the City has been made aware of certain landlords of residential real property raising rent above the amount allowed by the Act; and

WHEREAS, the City Council of the City of Commerce desires to provide immediate protections to renters of residential real property from evictions without just cause and excessive rent increases; and

WHEREAS, the City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code sections 36934 and 36937; and

WHEREAS, Government Code section 36937 authorizes the City Council to adopt an urgency ordinance by a 4/5 vote of the City Council, which ordinance may be adopted upon introduction and shall take effect immediately to preserve the public health, safety and welfare; and

WHEREAS, the above issues constitute a current and immediate threat to the public peace, health, and safety of the City, within the meaning of Government Code section 36937; and

WHEREAS, for reasons set forth above, this ordinance is declared by the City Council to be necessary for immediate preservation of the public peace, health, and safety, and the recitals above taken together constitute the City Council's reasons for such necessity and urgency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Emergency Finding. The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and

their findings into this Urgency Ordinance. The City Council further finds that there is a necessity to expedite and to pass this ordinance by the powers granted the City Council under Article XI, Section 7, of the California Constitution and Government Code section 36937, given that unlawful evictions of residents and excessive rent increases, directly threatens the public peace, health, and safety of the City. The City further finds that the protections set forth in this urgency ordinance are more protective than those required under AB 1482, in that the protections set forth under this Urgency Ordinance are consistent with the protections under AB 1482, but further expand these protections to proactively punish violations of its provisions and .

SECTION 2: Chapter 9.95 is added to the Commerce Municipal Code to read as follows:

Chapter 9.95

JUST CAUSE FOR TERMINATION OF TENANCIES AND RENT STABILIZATION

9.95.010 – Findings and purpose.

(a) In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this Chapter 9.95 regulating just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Chapter 9.95 is consistent with California Civil Code Section 1946.2.

(2) This Chapter 9.95 provides additional protections that are not prohibited by any other provisions of applicable law.

(b) This Chapter 9.95 establishes a local policy regulating rents consistent with the Costa-Hawkins Rental Housing Act.

9.95.020 – Just Cause Termination of Tenancy Protections.

(a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this Section, "just cause" includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this Chapter or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(i) Home Businesses. The use of premises for a home occupation is not a basis for eviction provided that the particular home occupation is permitted under the Zoning Ordinance, and provided further that, if the home occupancy is subject to a home occupation permit requirement pursuant to Section 19.31.440 of the City of Commerce Zoning Ordinance, the tenant either has, or can obtain within a reasonable period of time, the requisite home occupation permit. Thirty

days shall be presumed to be a reasonable period of time to secure any necessary home occupation permit, but the presumption may be rebutted by evidence showing that the tenant has diligently sought to obtain a permit and the city has delayed in issuing or denying one.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code. The landlord shall not abuse the right of access or use it to harass the tenant.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for purposes of subparagraph (E) of paragraph (1).

(iii) If the residential real property is re-offered for rent, the landlord shall:

(I) Offer the residential real property at the same rent paid by the tenant he or she was evicted for owner-relative occupancy, plus any intervening annual general adjustments; and

(II) If the tenant has notified the landlord of a desire to re-rent the residential real property if it is again offered for rent, the landlord shall provide the tenant the right of first refusal to re-rent the residential real property. The offer, which shall include an address to which the tenant may deliver acceptance, shall be sent to the tenant by certified or registered mail, postage prepaid, to the last address provided by the tenant. The tenant shall then have no less than thirty days from the date the landlord mails the notice to accept the offer by personal service or certified or registered mail. If the landlord fails to provide the tenant with this right of first refusal, the landlord shall be liable in a civil action to the tenant for punitive damages in an amount not to exceed six months' rent.

(iv) A landlord may not recover possession of a unit from a tenant under subparagraph 2(A) of subdivision (b) if any tenant in the rental unit:

(I) Is 60 years of age or older and has been residing on the property for five years or more; or

(II) Is disabled and has been residing on the property for five years or more.

(B) Withdrawal of the residential property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential property.

(III) A local ordinance that necessitates the vacating of the residential real property.

(ii) If it is determined by any government agency or court

that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (e).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(iii) Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in subparagraph 2(D) of subdivision (b), the owner shall have obtained all necessary permits for the substantial remodel from all applicable governmental agencies. All termination notices for no-fault just cause described in subparagraph 2(D) of subdivision (b) shall include a copy of all issued permits and include reasonably detailed information regarding each of (i) the scope of the substantial remodeling work, (ii) why it cannot be reasonably accomplished in a safe manner with the tenant in place, and (iii) why it requires the tenant to vacate for at least 30 days.

(iv) The landlord shall provide the tenant(s) with a right of first refusal to return to the substantially remodeled rental unit when the remodel is completed. When the remodel is completed, the landlord shall offer the unit at the same rental rate as of the date on which the tenant(s) vacated the unit, plus any increase that would have been allowed under this Chapter had the tenant not been evicted or vacated.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this Chapter. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This Section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

(2) Housing accommodations in a nonprofit hospital, religious facility,

extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this Chapter using the following statement: "This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of

the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this Section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after

all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

The provision of the notice shall be subject to Section 1632 the California Civil Code.

(g) Any waiver of the rights under this Section shall be void as contrary to public policy.

(h) For the purposes of this Section, the following definitions shall apply:

(1) "Owner" and "residential real property" have the same meaning as those terms are defined in Section 1954.51 of the California Civil Code.

(2) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(i) This Chapter shall remain in effect only until January 1, 2030, and as of that date is repealed.

9.95.030 – Rent stabilization.

(a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This Section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2 of the California Civil Code.

(6) A duplex in which the owner occupied one of the units as the owner’s principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827 of the California Civil Code.

(f) For the purposes of this section, the following definitions shall apply:

(1) “Owner” and “residential real property” shall have the same meaning as those terms are defined in Section 1954.51 of the California Civil Code.

(2) “Percentage change in the cost of living” means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as

published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

(3) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(g) (1) This Section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase have exceeded the maximum rental rate increase permitted by subdivision (a).

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

9.95.040 – Remedies – Violations.

(a) Any person or entity violating any of the provisions of this Chapter shall be guilty of a misdemeanor. Any person or entity convicted of a misdemeanor under the provisions of this Chapter shall be punishable in accordance with Chapter 1.12 of this Code. Each violation of any provision of this Chapter, and each day during which any such violation is committed or continued shall constitute a separate offense. Whenever in this Chapter any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.

(b) The City Attorney or any other person authorized by the City Council may bring an action on behalf of the city and/or on behalf of tenants seeking injunctive relief to compel compliance with or prohibit violations of this Chapter. Such relief may include an order requiring that all amounts accepted or retained in violation of this Chapter be refunded to the affected persons.

(c) The amount of any fee and penalty imposed by any of the provisions of this Chapter shall be deemed a debt owing to the city and may be collected by any means provided by law.

(d) The penalties set forth herein are cumulative and in addition to all other remedies, violations, and penalties set forth in this Chapter, the City's Code, or in any other ordinance, laws, rules or regulations of the City, County, or the State of California.

SECTION 3: CEQA. This ordinance is exempt from the California Environmental Quality Act ("CEQA") based on the following:

A. Under CEQA Guidelines Section 15061(b)(3), CEQA review is not required because there is no possibility that this ordinance may have a significant effect on the environment.

B. Under CEQA Guidelines Section 15378, the proposed amendment is not a project under CEQA because it will not cause a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, because it is limiting in nature and does not authorize any specific development activity or promote new construction.

C. Any potential indirect physical change in the environment is speculative and not reasonably foreseeable.

SECTION 4: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held out to be invalid or unconstitutional by the 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 adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof, be declared invalid or unconstitutional.

SECTION 5: Should any provisions of this Ordinance be in conflict with State law, the State law shall supersede.

SECTION 6: The City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be posted as required by law.

SECTION 7: This Ordinance is an urgency ordinance and shall take effect immediately upon a 4/5 vote of the City Council.

THE FOREGOING ORDINANCE was adopted at a regular meeting of the City Council of the City of Commerce held on the 16th day of June, 2020.



Ivan Altamirano
Mayor

ATTEST:



Lena Shumway
City Clerk