

ORDINANCE NO. 24-08

AN ORDINANCE OF THE CITY OF HAYWARD, CALIFORNIA AMENDING
CHAPTER 12, ARTICLE 2 OF THE HAYWARD MUNICIPAL CODE RELATING TO
TENANT RELOCATION ASSISTANCE

THE CITY COUNCIL OF THE CITY OF HAYWARD DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 12, Article 2 of the Hayward Municipal Code is hereby repealed in its entirety and replaced as follows:

SEC. 12-2.01 TITLE

This Article shall be known and may be referred to and cited as the Tenant Relocation Assistance Ordinance.

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.02 DEFINITIONS

- (a) "Disabled" has the same meaning as in Section 12955.3 of the Government Code.
- (b) "Fair Market Rent" means the amount of money that would cover gross Rents (Rent and utility expenses), adjusted by unit size, on forty (40) percent of the Rental housing units in an area as defined in 24 CFR 5.100 and published by HUD for Alameda County.
- (c) "Health or safety conditions" means conditions in a Rental Unit, not caused by a Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant, such as flooding, fire damage or smoke damage, that reasonably would affect the health or safety of the Tenant if the Tenant were occupy the Rental Unit while the conditions exist.
- (d) "Housing Services" means a service provided by the Landlord related to the use or occupancy of a Rental Unit, including but not limited to, insurance, repairs, replacement, maintenance, painting, lighting, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, and employee services.
- (e) "Landlord" means any owner, lessor, or sublessor of real Property who receives or is entitled to receive Rent for the use or occupancy of any Rental Unit or portion thereof in the City of Hayward, and the designated representative, agent, or successor of such owner, lessor, or sublessor.
- (f) "Relocation Payment" means the payment required to be paid by a Landlord for any of the reasons set forth in Section 12-2.03 or 12-2.04 of this Code, separate from any security or other refundable deposits as defined in California Civil Code Section 1950.5.

- (g) "Rent" means the total consideration, including any bonus, benefit, gratuity, demanded or received by a Landlord for or in connection with the use or occupancy of a Rental Unit, or the assignment of a lease for such a unit, including Housing Services or subletting, but excluding a Security Deposit.
- (h) "Rent Review Officer" means the person or persons and/or entity designated by the City Manager to administer and enforce the provisions of this ordinance.
- (i) "Rental Unit" means any building, structure, or part thereof, or appurtenant thereto, or any other Rental Property rented or offered for Rent for living or dwelling purposes, including houses, apartments, rooming or boarding house units, and other real properties used for living or dwelling purposes, together with all Housing Services connected with the use or occupancy of such property. For purposes of this ordinance, a Rental Unit shall not include the following:
 - (1) A mobile home or mobile home space;
 - (2) Accommodations in any hospital, extended care facility, convalescent home, nonprofit home for the aged, or dormitory owned and operated by either an educational institution or a private organization which offers spaces in rooms for Rent in conjunction with the providing of services such as meals, cleaning services, and social programs;
 - (3) Accommodations in motels, hotels, inns, tourist houses, rooming houses, and boarding houses; provided that such accommodations are not occupied by the same Tenant for thirty (30) or more continuous days.
- (j) "Security Deposit" means any payment, fee, deposit or charge, including but not limited to an advance payment of Rent, used or to be used for any purpose, including but not limited to, any of the following:
 - (1) Compensation of a Landlord for a Tenant's default in the payment of Rent;
 - (2) The repair of damages to the premises caused by the Tenant beyond ordinary wear and tear;
 - (3) The cleaning of the Rental Unit, if necessary, upon termination of tenancy; provided, however, that the term Security Deposit shall not include any fee or charge pursuant to any mutual agreement for the Landlord at the request of the Tenant to make any structural, decorative, furnishing, or other similar alterations as long as such alterations are other than that cleaning or repairing for which the Landlord may charge the previous Tenant under California law.
- (k) "Senior citizen" means any person aged 62 and older.
- (l) "Temporary Relocation Payment" means the payment required to be paid to a Tenant by any Landlord pursuant to Section 12-2.04 of this Code.
- (m) "Temporary Relocation Assistance" means making a Temporary Relocation Payment for a temporary, short-term, displacement or the offer of a comparable unit pursuant to Section 12-2.04 of this Code.

- (n) "Tenant" means a Tenant, subtenant, lessee, or sublessee, or any other person entitled by written or oral agreement to the use or occupancy of any Rental Unit or Covered Rental Unit

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.03 PERMANENT RELOCATION ASSISTANCE.

- (a) For a tenancy for which just cause is required to terminate the tenancy under Section 12-1.13 of this Code, if a Landlord issues a termination notice based on a no-fault just cause described in paragraph (8), (9), or (10) of Section 12-1.13(b), or based on one or more grounds for no-fault eviction authorized by state or federal law, the Landlord shall, regardless of the Tenant's income, at the owner's option, do one of the following:
- (1) Assist the Tenant to relocate by providing a direct payment to the Tenant as described in Section 12-2.03(b).
 - (2) Waive in writing the payment of Rent for the final month of the tenancy, prior to the Rent becoming due.
- (b) If a Landlord issues a notice to terminate a tenancy for no-fault just cause described in paragraph (8), (9), or (10) of Section 12-1.13(b), or based on one or more grounds for no-fault eviction authorized by state or federal law, the Landlord shall notify the Tenant of the Tenant's right to relocation assistance or Rent waiver pursuant to this section. If the Landlord elects to waive the Rent for the final month of the tenancy as provided in Section 12-2.03(a)(2), the notice shall state the amount of Rent waived and that no Rent is due for the final month of the tenancy.
- (1) 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 Landlord issued the notice to terminate the tenancy. Any relocation assistance shall be provided within fourteen (14) calendar days of service of the notice.
 - (2) 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.
 - (3) The relocation assistance or Rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.
- (d) Notwithstanding Section 12-2.03(a), if a Landlord issues a termination notice based on a no-fault just cause described in Section 12-1.13(b)(8) for the purpose of demolishing the existing Rental Units in order to build new residential units, a Landlord must also comply with relocation requirements set forth in California Civil Code section 66300.6.
- (e) A Landlord's failure to strictly comply with this section shall render the notice of termination void.

- (f) A Landlord shall within seven (7) calendar days of providing a Tenant with a permanent Relocation Payment as described in Section 12-2.03(a) and Section 12-2.03(b), file with the Rent Review Officer proof of payment setting forth the time, date, and amount of payment.

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.04 TEMPORARY RELOCATION ASSISTANCE.

- (a) This Section applies when the Landlord, after having obtained all necessary permits from the City of Hayward, seeks in good faith to undertake substantial repairs and where such repairs cannot be completed while the Tenant resides on the premises.
- (b) Notice of Entitlement to Temporary Relocation Assistance
- (1) Any notice to terminate a tenancy temporarily which is served by a Landlord to a Tenant for any of the reasons set forth in this Section shall be accompanied by the appropriate completed Notice of Entitlement to a Temporary Relocation Assistance form available on the Rent program website. As to any Tenant who vacates a Rental Unit for any of the reasons set forth in Section 12-2.05(a), the Landlord must provide to the Tenant within seven (7) calendar days of receipt of the order to vacate the appropriate completed Notice of Entitlement to a Temporary Relocation Assistance, available on the Rent program website.
 - (2) A Notice of Entitlement to a Temporary Relocation Assistance form shall include a written statement of the rights and obligations of Tenants and Landlords under this Article, a summary of the repairs to be undertaken and the estimated duration of relocation. The Landlord shall notify the Tenant when repairs are completed and provide the Tenant with the first right of refusal to re-occupy the unit pursuant to Section 12-1.13(b)(7) of this Code. If the estimated duration of relocation changes, the Landlord shall provide the Tenant with at least seven (7) calendar days' advance notice of such a change.
 - (3) All Landlords shall be required to file with the Rent Review Officer a copy of the notice of entitlement described in this Section 12-2.04 within thirty (30) calendar days of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Rent Review Officer.
 - (4) Nothing in this section shall relieve the Landlord of the Landlord's obligation to serve any notice that would otherwise be required pursuant to federal, state or local law.
- (c) Temporary Relocation Payment. A Temporary Relocation Payment for displacement of thirty (30) days or longer shall be equivalent to three (3) times the current Fair Market Rent. For displacement fewer than thirty (30) days, the Landlord shall make a Temporary Relocation Payment prorated based on the number of days the Tenant is displaced.

- (1) If the Tenant re-occupies the Rental Unit following termination of the displacement, the Tenant shall pay the lawful Rent that was in effect when the Landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted Pursuant to Chapter 12, Article 1 of the Municipal Code.
 - (2) If the unit is unavailable to be reoccupied within the anticipated time frame, the Landlord will be required to provide additional prorated Temporary Relocation Payment not to exceed the Temporary Relocation Payment described in Section 12-2.04(c). If the Tenant re-occupies the Rental Unit, the Tenant shall pay the lawful Rent that was in effect when the Landlord served the notice of temporary termination of tenancy, plus any adjustments as permitted under Chapter 12, Article 1 of the Municipal Code.
 - (3) Payment is due based upon the one of the following conditions: (i) if the Tenant agrees to vacate the Rental Unit, payment is due immediately upon the Tenant's acceptance to vacate the Rental Unit, or (ii) if the Tenant does not agree to vacate the Rental Unit, payment is due immediately upon Tenant's vacation of the Rental Unit.
 - (4) A Landlord shall within seven (7) calendar days of providing a Tenant with a Temporary Relocation Payment as described in this subsection, file with the Rent Review Officer proof of payment with the time, date, and amount of payment.
- (d) Offer of a Comparable Unit. A Landlord, in lieu of making temporary Relocation Payments, may offer the Tenant a comparable Rental Unit in Hayward while the work on the displaced Tenant's Rental Unit is being completed and the Tenant. For purposes of this subsection, a comparable Rental Unit shall mean a Rental Unit that is similar in size or larger, has the same number of bedrooms or additional bedroom(s), is located in the same geographic area of the City, has similar amenities in the Rental Unit, such as cable television or a washer/dryer, has similar amenities on the Rental Unit property, such as on-site parking, covered parking, laundry facilities or exercise facilities, allows pets if the displaced Tenant has a pet, and, as to a Tenant who is disabled, is disability accessible and ADA compliant.
- (1) The Tenant, in the Tenant's sole discretion may waive any of these factors in deciding whether the Rental Unit is comparable. If the Tenant accepts the offer and occupies the comparable Rental Unit, the Tenant shall pay no more than the lawful Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit if a governmental agency ordered the Rental Unit vacated or due to health or safety conditions, and no notice of temporary termination of tenancy was served. If the Tenant accepts the offer, the Landlord shall pay the Tenant's reasonable and documented moving expenses to the comparable Rental Unit and from the comparable Rental Unit to the Tenant's Rental Unit.

- (2) Good Cause to Vacate a Comparable Unit. If a Tenant has good cause to vacate the comparable Rental Unit, the Tenant shall thereafter receive a Temporary Relocation Payment from the Landlord.
- (e) If the Landlord provides the Tenant with Temporary Relocation Assistance compliant with Sections 12-2.04(c) or 12-2.04(d), and the Tenant finds alternative, permanent housing, the Landlord is not obligated to provide permanent Relocation Payment to the Tenant.

SEC. 12-2.05 GOVERNMENTAL AGENCY'S ORDER TO VACATE & NATURAL DISASTERS.

- (a) Governmental Agency's Order to Vacate or Tenant Vacates due to health or safety conditions. If a Tenant has vacated a Rental Unit in compliance with a governmental agency's order to vacate affecting the health or safety of the Tenant or due to other health or safety conditions, regardless of whether the Landlord has served a notice to temporarily terminate a tenancy.
 - (1) The Landlord shall offer Temporary Relocation Assistance to the Tenant pursuant to Section. 12-2.04.
 - (2) In addition to the provisions described in subsection (1) of this section, the Landlord is required to comply with the provisions of the California Health and Safety Code sections 17975 et seq.
 - (3) If there is a dispute whether there are health or safety conditions and/or whether such conditions were caused by the Tenant, the occupants of the Rental Unit or the guests/invitees of the Tenant, the Rent Review Officer, after conferring with City officials or other individuals who have expertise in such matters, shall decide the dispute.
 - (4) Relocation Payment must be made to the Tenant within (i) 10 days after the governmental agency's order to vacate is first mailed to the owner and posted on the premises or (ii) at least 20 days prior to the vacation date set forth in the order to vacate, whichever occurs later.
 - (5) If the Landlord provides the Tenant with Temporary Relocation Assistance pursuant to Section 12-2.04, and the Tenant finds alternative, permanent housing, the Landlord is not obligated to provide permanent Relocation Payment to the Tenant(s).
 - (6) If the Landlord provides the Tenant with Temporary Relocation Assistance in the form of a comparable Rent Unit and the Tenant has good cause to vacate the comparable Rental Unit, the Tenant shall thereafter receive a Temporary Relocation Payment from the Landlord. Should a dispute arise regarding the determination of good cause, the Rent Review Officer shall make such a determination.

- (7) The Landlord shall be responsible for providing Relocation Payments regardless of any past due Rent owed by the Tenant and Landlord cannot condition relocation payments on agreement to repay past due Rent
- (b) Natural Disasters and Tenant-caused Conditions. Notwithstanding Section 12-2.04, a Landlord shall not be liable for a Temporary Relocation Payment if the governmental agency that ordered the Rental Unit, or the structure in which the Rental Unit is located, to be vacated determines the Rental Unit or the structure must be vacated as a result of:
 - (1) A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate.
 - (2) Any Tenant, or the guest or invitee of any Tenant, who has caused or substantially contributed to the condition giving rise to the order to vacate.

SEC. 12-2.06 APPEALS.

- (a) The following decisions may be appealed pursuant to the procedures set forth in this subsection: Whether the Landlord did not cause or contribute to the condition giving rise to the order to vacate or as to whether a Tenant, or the guest or invitee of any Tenant caused or substantially contributed to the condition giving rise to the order to vacate pursuant to Section 12-2.05(b)(2); or whether the structure must be vacated as a result of natural disaster pursuant to Section 12-2.05(b)(1); or whether good cause exists pursuant to section 12-2.05(a)(6)
 - (1) A party may appeal a decision by submitting a written request and paying an administrative hearing fee as established in the Master Fee schedule to the Rent Review Officer within fourteen (14) calendar days of receiving the decision being appealed.
 - (2) The Rent Review Officer shall designate a hearing officer to conduct the appeal hearing. The hearing officer shall not be a Hayward City employee. The employment, performance evaluation, compensation, and benefits of the hearing officer, if any, shall not be directly or indirectly conditioned upon the outcome of the hearing.
 - (3) The appeal hearing shall be set for a date that is not more than thirty (30) calendar days from the date that the request for hearing is filed in accordance with the provisions of this chapter. The person requesting the hearing shall be notified of the time and place set for the hearing at least fourteen (14) calendar days prior to the date of the hearing.
 - (4) The Hearing Officer shall ensure a record of the hearing is made and shall consider all relevant evidence presented by the parties.
 - (5) The parties shall have the opportunity to testify and present witnesses on their behalf.

- (6) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision. The written decision shall be prepared and provided to the City within thirty (30) calendar days of the conclusion of the hearing, unless otherwise agreed to by the parties. The City shall mail the decision to the parties within a reasonable time. The decision shall uphold or reverse the decision on appeal and shall state the reasons for that decision. The decision of the hearing officer shall be final. Should the decision of the hearing officer require translation, the City shall mail the translated decision no later than fourteen (14) calendar days after mailing out the original decision.

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.07 PROHIBITION AGAINST AGREEMENTS AND WAIVER OF RIGHTS UNDER THIS ARTICLE.

No Landlord shall do any of the following with respect to a Tenant:

- (a) Enter into an agreement or attempt to enforce an agreement with a Tenant which prohibits or limits the Tenant from participating in the City's public process, including speaking at a meeting of the City Council or any City Commission or Board, submitting written comments to the City, or otherwise communicating with City elected officials, appointed officials and employees on any subject. Any such contractual term which violates this section is against public policy and is void.
- (b) Unless otherwise specially authorized, no Landlord shall attempt to secure from a Tenant any waiver of any provision of this Article. Any agreement, whether written or oral, whereby any provision of this Article is waived, is against public policy and is void.

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.08 COORDINATION WITH OTHER RELOCATION REQUIREMENTS.

Unless otherwise provided by law, if a Tenant(s) receives, as part of the termination of tenancy, relocation assistance from a governmental agency, then the amount of that relocation assistance shall operate as a credit against any Relocation Payment to be paid to the Tenant(s) under this Article.

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.09 REMEDIES.

- (a) Any person or organization who believes that the provisions of this chapter have been violated shall have the right to file an action for injunctive relief and/or damages. Whoever is found to have violated this chapter shall be subject to injunctive relief and shall be liable for damages, costs and reasonable attorney's fees. Treble damages shall be awarded for willful failure to comply with the payment obligation established by this chapter.

- (b) Nothing in this chapter shall be deemed to interfere with the right of a property owner to file an action against a Tenant or non-Tenant third party for the damage done to said owner's property.
- (c) If a Landlord fails or refuses to provide Relocation Payments required by this chapter, and the Rent Review Officer through adopted regulations chooses to provide such Relocation Payments to a Tenant in the Landlord's place, the City shall have the right to recover from the Landlord as restitution in any legal action such monetary outlays, plus administrative fees, investigative costs, costs of enforcement, and reasonable attorneys' fees incurred by the City.
- (d) Any person violating this chapter shall be required to reimburse the City its full investigative costs, costs of enforcement and reasonable attorneys' fees.
- (e) The recovery of the costs and fees of the items set forth in subsections (c) and (d) of this section may also be recovered as provided in Section 12-2.10.
- (f) These remedies are not exclusive; the remedies included in Chapter 1, Article 3, Chapter 1, Article 7, and Chapter 12, Article 1 of the Municipal Code shall apply to this Article.

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.10 RECOVERY OF COSTS/PENALTY CHARGES.

- (a) If (i) the Rent Review Officer has chosen to provide Relocation Payments to a Tenant in place of the Landlord as set forth in Section 12-2.09(c) and (ii) such Landlord fails or refuses to pay the City for providing Relocation Payments to a Tenant and/or the City's investigative costs, costs of enforcement, administrative fees as established by the Master Fee schedule and reasonable attorney's fees, the Rent Review Officer shall mail the Landlord a final request for payment for the amounts owed. The final request shall include a warning notice that if these unpaid items are not paid within thirty (30) calendar days, they will be placed on the Landlord's real property tax rolls. The warning notice shall include information concerning the additional administrative charges that will become due if a lien is recorded against the Landlord's property, and that the Landlord's property will be assessed on the next property tax statement if these unpaid items charged to a Landlord according to the most recent property assessment rolls of the County Assessor are unpaid.
- (b) If the payment is not made by the Landlord to the City within thirty (30) calendar days of the final request for payment, the Rent Review Officer shall send a notice of opportunity for a hearing.
 - (1) The notice shall provide an opportunity for the Landlord, within fourteen (14) calendar days of the notice's issuance, to request a Lien/Special Assessment Hearing with a Hearing Officer. The Landlord will bear the cost of the hearing pursuant to the City's Master Fee schedule.

- (2) The scope of the Lien/Special Assessment Hearing shall be limited to compliance with the requirements of this Section. Upon completion of the requested hearing, the Hearing Officer may make the modifications in the proposed lien/special assessment as deemed necessary and shall issue a final decision including the amount to be assessed to be assessed against the property.
- (c) The City Clerk shall post a copy of the report and lien and special assessment list on the bulletin board designated for the posting of agendas for City Council meetings together with a notice of filing thereof and of the time and place when and where it will be submitted to the City Council for confirmation by way of resolution. A notice shall also be published once in a newspaper of general circulation that is published and circulated with the City. The posting and first publication of the notice shall be made and completed at least ten (10) calendar days before the time the report is considered by the City Council.
- (d) After City Council confirmation of the fees charged, the same shall become a lien or special assessment against the property affected. A copy of the report and lien/special assessment list shall be given to the City Finance Director, who may receive payment thereon until a list of unpaid assessments shall have been sent annual to the County Auditor for effecting collection on the tax roll at the time and in a manner of ordinary municipal taxes. The descriptions of the property reported shall be those used for the same property on the County Assessor's map books for the current year. All laws and ordinances applicable to the levy, collection, and enforcement of City taxes are hereby made applicable to the assessment hereby imposed, and the special assessment shall have priority of the taxes with which it is collected.

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.11 EXCEPTIONS.

- (a) The provisions of Section 12-2.03 shall not apply to residential real properties or residential circumstances described in Civil Code section 1946.2(e).
- (b) The provisions of Section 12-2.04 shall not apply to residential real properties or residential circumstances described in Section 12-1.04(v)(1)—(3).

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.12 NOTICE OF ORDINANCE.

- (a) Within thirty (30) calendar days after the effective date of this ordinance, each Landlord shall notify all current Tenants of the applicability of this ordinance. The Landlord shall have complied with the affirmative obligation to notify a Tenant under this section by providing (1) written notice that the Rental Unit is subject to this ordinance and, (2) a current copy of this Ordinance or summary thereof provided by the City. A Landlord shall provide notice of this Article to Tenants in accordance with Sections 12-1.13(d), and 12-1.15(f) of this Code. Notice shall be given in the manner prescribed by California Code of Civil Procedure Section 1162.

- (b) Each Landlord shall notify the Tenant of the applicability of this Ordinance prior to re-Renting a Rental Unit. The Landlord shall have complied with the affirmative obligation to notify a Tenant under this section by providing (1) written notice that the Rental Unit is subject to this Ordinance and, (2) a current copy of this Ordinance or summary thereof provided by the City.

(Amended by Ordinance 20-15, adopted July 21, 2020)

SEC. 12-2.13 ADMINISTRATIVE REGULATIONS.

The Rent Review Officer may adopt or amend regulations for the administration and implementation of this Article. The Rent Review Officer, with the approval of the City Attorney, may adopt any forms and notices specified in this Article to facilitate the administration and implementation thereof.

(Amended by Ordinance 20-15, adopted July 21, 2020)

Section 2. California Environmental Quality Act (CEQA).

The City Council independently finds and determines that this action is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, as an activity that is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The general exemption applies in this instance because it can be seen with certainty that there is no possibility that the Attachment II 2 of 3 proposed amendments could have a significant effect on the environment, and thus are not subject to CEQA. Thus, it can be seen with certainty that the proposed project would not have a significant effect on the environment.

Section 3. If any section, subsection, paragraph or sentence of this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond the authority of the City of Hayward by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 4. Pursuant to Section 620 of the Charter of the City of Hayward, this Ordinance shall become effective thirty (30) days from the date of its adoption by the City Council.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 3 day of December, 2024, by Council Member Goldstein.

ADOPTED at a regular meeting of the City Council of the City of Hayward, held the 17 day of December, 2024, by the following votes of members of said City Council.

AYES: COUNCIL MEMBERS: Bonilla Jr., Goldstein, Roche, Syrop, Zermeño

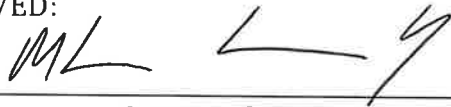
MAYOR: Salinas

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Andrews

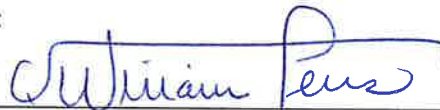
APPROVED:



Mayor of the City of Hayward

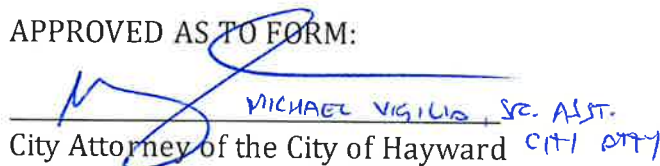
DATE: December 19, 2024

ATTEST:



City Clerk of the City of Hayward

APPROVED AS TO FORM:



MICHAEL VIGIL, Sr. Asst. City Attorney of the City of Hayward