

ORDINANCE NO. 16-007

An Ordinance Of The City Council Of The City Of Emeryville Adding Chapter 39 To Title 5 Of The Emeryville Municipal Code, "Fair Workweek Employment Standards", And Amending Sections 3-1.108 And 3-1.141 Of Chapter 1 Of Title 3 Of The Emeryville Municipal Code, "Business Taxes"

WHEREAS, state and federal law do not contain standards to promote predictable, stable, and healthy work schedules or to protect employees who wish to request scheduling accommodations; and

WHEREAS, requiring adequate notice of work schedules, compensation for employer-initiated schedule changes, access to sufficient hours of work for part-time employees, healthy rest between shifts, and a protected right to have input into schedules protects the public health, safety and welfare by ensuring that employees within the City of Emeryville can care for their families, attend classes and medical appointments, budget their weekly income, and conduct other essential activities in a manner that enables and facilitates their individual self-reliance; and

WHEREAS, the City of Emeryville may adopt workweek standards pursuant to the laws vested in the City under the laws and constitution of the state of California including but not limited to the police powers vested in the City pursuant to Article XI, Section 7 of the California Constitution, Section 1205(b) of the California Labor Code and Section 16000 of the California Business and Professions Code;

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

SECTION ONE. PURPOSE AND INTENT

The purpose and intent of this Ordinance is to adopt a new Chapter 39 of Title 5 of the Emeryville Municipal Code, "Fair Workweek Employment Standards," to provide standards for work hours for employees in the retail and fast food industries above and beyond the requirements of state law. It is the intent of the City Council of the City of Emeryville that this Ordinance provide for higher work hours standards for covered employees than provided in any state statute which purports to preempt this Ordinance.

It is also the purpose and intent of this Ordinance to amend Sections 3-1.108 and 3-1.141 of Chapter 1 of Title 3 of the Emeryville Municipal Code, "Business Taxes," to require the disclosure of businesses' number of employees and number of global locations and to provide that all persons engaging in business in Emeryville shall comply with Chapter 39 of Title 5 of the Emeryville Municipal Code as conditions of issuance of a business tax certificate.

SECTION TWO. ADDING CHAPTER 39 TO TITLE 5 OF THE EMERYVILLE MUNICIPAL CODE

Chapter 39 is hereby added to Title 5 of the Emeryville Municipal Code to read as follows:

CHAPTER 39 FAIR WORKWEEK EMPLOYMENT STANDARDS

5-39.01 Definitions

As used in this Chapter, the following terms shall have the following meanings:

- (a) "Calendar Week" shall mean a period of seven consecutive days starting on Sunday.
- (b) "City" shall mean the City of Emeryville.
- (c) "Covered Employer" shall mean an Employer subject to the provisions of this Chapter, as specified in Section 5-39.02.
- (d) "Employee" shall mean any person who:
 - (1) In a Calendar Week performs at least two hours of work within the geographic boundaries of the City of Emeryville for an Employer; and
 - (2) Qualifies as an Employee entitled to payment of a minimum wage from any Employer under the California minimum wage law, as provided under Section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission. Employees shall include Learners, as defined by the California Industrial Welfare Commission.

- (e) "Employer" shall mean any person (including a natural person, corporation, nonprofit corporation, general partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign), who directly or indirectly (including through the services of a temporary services or staffing agency or similar entity) employs or exercises control over the wages, hours or working conditions of any Employee.
- (f) "Establishment" shall mean a business or industrial unit at a single location that distributes goods or performs services.
- (g) "Fast Food Restaurant" shall mean a Restaurant as defined in Section 9-2.319(b) of the Emeryville Planning Regulations in Title 9 of the Emeryville Municipal Code where patrons order or select food or beverage items and pay before eating and such items may be consumed on or off the premises, or delivered to the customer's location. It shall not include an establishment that provides food services to patrons who order and are served while seated and pay after eating; nor shall it include an establishment that offers alcoholic beverages with meals, regardless of when or where food is ordered and payment is made.
- (h) "Firm" shall mean a business organization or entity consisting of one or more Establishments under common ownership or control. In the case of a Franchise, the Franchisor shall be considered the Firm.
- (i) "Franchise" shall have the meaning in California Business and Professions Code Section 20001.
- (j) "Franchisee" shall have the meaning in California Business and Professions Code Section 20002.
- (k) "Franchisor" shall have the meaning in California Business and Professions Code Section 20003.
- (l) "Good faith" shall mean a sincere intention to deal fairly with others.
- (m) "Predictability Pay" shall mean wages paid to an Employee, calculated on an hourly basis at the Employee's regular rate of pay as that term is used in 29 U.S.C. § 207(e), as compensation for schedule changes made by a Covered

Employer to an Employee's schedule pursuant to Section 5-39.04, in addition to any wages earned for work performed by that Employee.

- (n) "Retail" shall mean a Retail establishment as defined in Section 9-2.353 of the Emeryville Planning Regulations in Title 9 of the Emeryville Municipal Code.
- (o) "Shift" shall mean the consecutive hours an Employer requires an Employee to work including Employer-approved meal periods and rest periods.
- (p) "Work Schedule" shall mean all of an Employee's Shifts, including specific start and end times for each Shift, during a Calendar Week.

5-39.02 Covered Employers

- (a) Except as provided in subsection (b) of this Section, Covered Employees subject to the provisions of this Chapter include:
 - (1) Retail Firms with 56 or more Employees globally, and
 - (2) Fast Food Firms with 56 or more Employees globally and 20 or more Employees within the city limits of Emeryville.
- (b) Alternative Compliance.
 - (1) Waiver Through Collective Bargaining. To the extent permitted by law, all or any portion of the applicable requirements of this Chapter may be waived in a bona fide collective bargaining agreement; provided, that such waiver is explicitly set forth in such agreement in clear and unambiguous terms that the parties thereto intend to and do thereby waive all of or a specific portion(s) of this Chapter.
- (c) Number of Employees, as referenced in subsection (a) of this Section, shall include all Employees as defined in this Chapter that work for compensation during a given week. In determining the number of Employees performing work for a Covered Employer during a given week, all Employees performing work for the Covered Employer for compensation on a full-time, part-time, or temporary basis shall be counted, including Employees made available to work through the services of a temporary services or staffing agency or similar entity.

- (d) "Covered Employer" shall include franchisees associated with a franchisor or a network of franchises with franchisees with more than 12 locations globally.

For the purposes of determining whether a non-franchisee entity is a Covered Employer as defined by this Chapter, separate entities that form an integrated enterprise shall be considered a single Employer under this Chapter. Separate entities will be considered an integrated enterprise and a single Employer under this Chapter where a separate entity controls the operation of another entity. The factors to consider in making this assessment include, but are not limited to:

- (1) Degree of interrelation between the operations of multiple entities;
- (2) Degree to which the entities share common management;
- (3) Centralized control of labor relations; and
- (4) Degree of common ownership or financial control over the entities.

There shall be a presumption that separate legal entities, which may share some degree of interrelated operations and common management with one another, shall be considered separate Employers for purposes of this Chapter as long as (1) the separate legal entities operate substantially in separate physical locations from one another, and (2) each separate legal entity has partially different ultimate ownership.

5-39.03 Advance Notice of Work Schedules

- (a) Initial Estimate of Minimum Hours
- (1) Prior to or on commencement of employment, a Covered Employer shall provide each Employee with a good faith estimate in writing of the Employee's Work Schedule.
 - (2) Prior to or on commencement of employment, the Employee may request that the Covered Employer modify the estimated Work Schedule provided under subsection (a)(1) of this Section. The Covered Employer shall consider any such request, and in its sole discretion may accept or reject the request, provided that the Covered Employer shall notify the Employee

of Covered Employer's determination in writing prior to or commencement of employment.

- (b) **Two Weeks' Advance Notice of Work Schedule.** A Covered Employer shall provide its Employees with at least two weeks' notice of their Work Schedules by doing one of the following at least every 14 days (on a "Biweekly Schedule"): (1) posting the Work Schedule in a conspicuous place at the workplace that is readily accessible and visible to all Employees; or (2) transmitting the Work Schedule by electronic means, so long as all Employees are given access to the electronic schedule at the workplace. For new Employees, a Covered Employer shall provide the new Employee prior to or on his or her first day of employment with an initial Work Schedule that runs through the date that the next Biweekly Schedule for existing Employees is scheduled to be posted or distributed. Thereafter, the Covered Employer shall include the new Employee in an existing Biweekly Schedule with other Employees. If the Covered Employer changes an Employee's Work Schedule after it is posted and/or transmitted, such changes shall be subject to the notice and compensation requirements set forth in this Chapter.

5-39.04 Notice, Right to Decline, and Compensation for Schedule Changes

- (a) A Covered Employer shall provide an Employee notice of any change to the Employee's posted or transmitted Work Schedule. The Covered Employer shall provide such notice by in-person conversation, telephone call, email, text message, or other electronic communication. This notice requirement shall not apply to any schedule changes the Employee initiates, such as Employee-requested sick leave, time off, shift trades, or additional shifts.
- (b) Subject to the exceptions in subsection (d) of this Section, an Employee has the right to decline any previously unscheduled hours that the Covered Employer adds to the Employer's schedule, and for which the Employee has been provided advance notice of less than 14 days.
- (c) Subject to the exceptions in subsection (d) of this Section, a Covered Employer shall provide an Employee with the following compensation per Shift for each previously scheduled Shift that the Covered Employer adds or subtracts hours,

moves to another date or time, cancels, or each previously unscheduled Shift that the Covered Employer adds to the Employee's schedule: (1) With less than 14 days' notice, but 24 hours or more notice to the Employee: one hour of Predictability Pay; (2) With less than 24 hours to the Employee, (i) four hours or the number of hours in the Employee's scheduled shift, whichever is less, when hours are canceled or reduced; (ii) one hour of Predictability Pay for all other changes. The compensation required by this subsection shall be in addition to the Employee's regular pay for working that Shift.

- (d) Exceptions. The requirements of this Section shall not apply under any of the following circumstances:
 - (1) Operations cannot begin or continue due to threats to Covered Employers, Employees or property, or when civil authorities recommend that work not begin or continue;
 - (2) Operations cannot begin or continue because public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system;
 - (3) Operations cannot begin or continue due to: acts of nature (including but not limited to flood, fire, explosion, earthquake, tidal wave, drought), war, civil unrest, strikes, or other cause not within the Covered Employer's control;
 - (4) Mutually agreed-upon work Shift swaps or coverage among Employees.
- (e) Nothing in this Section shall be construed to prohibit a Covered Employer from providing greater advance notice of Employee's work schedules and/or changes in schedules than that required by this Section.

5-39.05 Offer of Work to Existing Employees

- (a) Subject to the limitations herein, before hiring new Employees or contract Employees, including hiring through the use of temporary services or staffing agencies, a Covered Employer shall first offer additional hours of work to existing Part-time Employee(s) if the Part-time Employee(s) are qualified to do the

additional work, as reasonably and in good faith determined by the Covered Employer. This Section requires Covered Employers to offer to Part-time Employees only up to the number of hours required to give the Part-time Employee 35 hours of work in a Calendar Week.

- (b) A Covered Employer has discretion to divide the additional work hours among Part-time Employees consistent with this Section provided that: (1) the Employer's system for distribution of hours must not discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age, marital or familial status, nor on the basis of family caregiving responsibilities or status as a student; and (2) the Employer may not distribute hours in a manner intended to avoid application of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001.
- (c) A Part-time Employee may, but is not required to, accept the Covered Employer's offer of additional work under this Section.
 - (1) For additional work for an expected duration of more than two weeks; the Part-time Employee shall have 72 hours to accept the additional hours, after which time the Covered Employer may hire new Employees to work the additional hours.
 - (2) When the Covered Employer's offer of additional work under this Section is for an expected duration of two weeks or less; the Part-time Employee shall have 24 hours to accept the additional hours, after which time the Covered Employer may hire new Employees to work the additional hours.
 - (3) The 24 or 72 hour periods referred to in this subsection begin either when the Employee receives the written offer of additional hours, or when the Covered Employer posts the offer of additional hours as described in subsection (d), whichever is sooner. A Part-time Employee who wishes to accept the additional hours must do so in writing.
- (d) When this Section requires a Covered Employer to offer additional hours to existing Part-time Employees, the Covered Employer shall make the offer either in writing or by posting the offer in a conspicuous location in the workplace where notices to Employees are customarily posted. Covered Employers may post the

notice electronically on an internal website in a conspicuous location and which website is readily accessible to all Employees. The notice shall include the total hours of work being offered, the schedule of available shifts, whether those shifts will occur at the same time each week, and the length of time the Covered Employer anticipates requiring coverage of the additional hours, and the process by which Part-time Employees may notify the Covered Employer of their desire to work the offered hours.

- (e) The Covered Employer shall retain each written offer no less than three years as required under Section 5-39.10.
- (f) This Section shall not be construed to require any Covered Employer to offer Employees work hours paid at a premium rate under California Labor Code Section 510 nor to prohibit any Covered Employer from offering such work hours.

5-39.06 Right to Rest

- (a) An Employee has the right to decline work hours that occur:
 - (1) Less than 11 hours after the end of the previous day's Shift, or
 - (2) During the 11 hours following the end of a Shift that spanned two days.
- (b) An Employee who agrees in writing to work hours described in this Section shall be compensated at one-and-a-half times the Employee's regular rate of pay for any hours worked less than 11 hours following the end of a previous shift.

5-39.07 Right to Request a Flexible Working Arrangement

An Employee has the right to request a modified Work Schedule, including but not limited to additional shifts or hours; changes in days of work or start and/or end times for the Shift; permission to exchange Shifts with other Employees; limitations on availability; part-time employment; job sharing arrangements; reduction or change in work duties; or part-year employment. A Covered Employer shall not retaliate against an Employee for exercising his or her rights under this Section.

5-39.08 Notice and Posting

- (a) The City shall publish and make available to Covered Employers, in English and other languages as provided in any implementing regulations, a notice suitable for posting by Covered Employers in the workplace informing Employees of their rights under this Chapter.
- (b) Each Covered Employer shall give written notification to each current Employee and to each new Employee at time of hire, of his or her rights under this Chapter. The notification shall be in English and other languages as provided in any implementing regulations, and shall also be posted prominently in areas at the work site where it will be seen by all Employees. Every Covered Employer shall also provide each Employee at the time of hire with the Covered Employer's name, address, and telephone number in writing. Failure to post such notice shall render the Covered Employer subject to administrative citation, pursuant to the provisions of this Chapter. The City is authorized to prepare sample notices and Covered Employer use of such notices shall constitute compliance with this subsection.

5-39.09 Implementation

- (a) Regulations. The City shall be authorized to coordinate implementation and enforcement of this Chapter and may promulgate appropriate guidelines or rules for such purposes. Any guidelines or rules promulgated by the City shall have the force and effect of law and may be relied on by Covered Employers, Employees and other parties to determine their rights and responsibilities under this Chapter. Any guidelines or rules may establish procedures for ensuring fair, efficient and cost-effective implementation of this Chapter, including supplementary procedures for helping to inform Employees of their rights under this Chapter, for monitoring Covered Employer compliance with this Chapter, and for providing administrative hearings to determine whether a Covered Employer has violated the requirements of this Chapter.
- (b) Reporting Violations. An aggrieved Employee may report to the City in writing any suspected violation of this Chapter. The City shall keep confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the Employee reporting the violation. Provided, however, that with

the authorization of such Employee, the City may disclose his or her name and identifying information as necessary to enforce this Chapter or other Employee protection laws.

- (c) Investigation. The City may investigate any possible violations of this Chapter by a Covered Employer. The City shall have the authority to inspect workplaces, interview persons and subpoena records or other items relevant to the enforcement of this Chapter.
- (d) Informal Resolution. If the City elects to investigate a complaint, the City shall make every effort to resolve complaints informally and in a timely manner. The City's investigation and pursuit of informal resolution does not limit or act as a prerequisite for an Employee's right to bring a private action against a Covered Employer as provided in this Chapter.

5-39.10 Enforcement.

- (a) Enforcement by City. Where compliance with the provisions of this Chapter is not forthcoming, the City may take any appropriate enforcement action to ensure compliance, including but not limited to the following:

The City may issue an administrative citation pursuant to provisions of the Emeryville Municipal Code. The amount of this fine shall vary based on the provision of this Chapter violated, as specified below:

- (1) A fine may be assessed for retaliation by a Covered Employer against an Employee for exercising rights protected under this Chapter. The fine shall be \$1,000 for each Employee retaliated against.
- (2) A fine of \$500.00 may be assessed for any of the following violations of this Chapter:
 - a. Failure to provide notice of Employees' rights under this Chapter.
 - b. Failure to timely provide an initial work schedule or to timely update work schedules following changes.

- c. Failure to provide Predictability Pay for schedule changes with less than 24 hours' advance notice.
 - d. Failure to offer work to existing Employees before hiring new Employees or temporary staff or to award work to a qualified Employee.
 - e. Failure to maintain payroll records for the minimum period of time as provided in this Chapter.
 - f. Failure to allow the City access to payroll records.
- (3) A fine equal to the total amount of appropriate remedies, pursuant to subsection (c) of this Section. Any and all money collected in this way that is the rightful property of an Employee, such as back wages, interest, and civil penalty payments, shall be disbursed by the City in a prompt manner.
- (b) Private Rights of Action. An Employee claiming harm from a violation of this Chapter may bring an action against the Covered Employer in court to enforce the provisions of this Chapter and shall be entitled to all remedies available to remedy any violation of this Chapter, including but not limited to back pay, reinstatement, injunctive relief, and/or civil penalties as provided herein. The prevailing party in an action to enforce this Chapter is entitled to an award of reasonable attorney's fees, witness fees and costs.
- (c) Remedies.
 - (1) The remedies for violation of this Chapter include but are not limited to:
 - a. Reinstatement, the payment of Predictability Pay unlawfully withheld, and the payment of an additional sum as a civil penalty in the amount of \$50 to each Employee whose rights under this Chapter were violated for each day or portion thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of this Chapter or State law.
 - b. Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the California Civil

Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date the wages are paid in full.

- c. Reimbursement of the City's administrative costs of enforcement and reasonable attorney's fees.
 - d. If a repeated violation of this Chapter has been finally determined in a period from July 1 to June 30 of the following year, the City may require the Covered Employer to pay an additional sum as a civil penalty in the amount of \$50 to the City for each Employee or person whose rights under this Chapter were violated for each day or portion thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of this Code or State law.
- (2) The remedies, penalties and procedures provided under this Chapter are cumulative and are not intended to be exclusive of any other available remedies, penalties and procedures established by law which may be pursued to address violations of this Chapter. Actions taken pursuant to this Chapter shall not prejudice or adversely affect any other action, administrative or judicial, that may be brought to abate a violation or to seek compensation for damages suffered.
- (3) No criminal penalties shall attach for any violation of this Chapter, nor shall this Chapter give rise to any cause of action for damages against the City.
- (d) **Retaliation Barred.** A Covered Employer shall not discharge, reduce the compensation of, discriminate against, or take any adverse employment action against an Employee, including discipline, suspension, transfer or assignment to a lesser position in terms of job classification, job security, or other condition of employment, reduction or hours or denial of additional hours, informing another Covered Employer that the person has engaged in activities protected by this Chapter, or reporting or threatening to report the actual or suspected citizenship or immigration status of an Employee, former Employee or family member of an Employee to a federal, state or local agency, for making a complaint to the City, participating in any of the City's proceedings, using any civil remedies to enforce

his or her rights, or otherwise asserting his or her rights under this Chapter. Within 120 days of a Covered Employer being notified of such activity, it shall be unlawful for the Covered Employer to discharge any Employee who engaged in such activity unless the Covered Employer has clear and convincing evidence of just cause for such discharge.

- (e) **Retention of Records.** Each Covered Employer shall maintain for at least three years for each Employee a record of his or her name, hours worked, pay rate, initial posted schedule and all subsequent changes to that schedule, consent to work hours where such consent is required by this Chapter, and documentation of the time and method of offering additional hours of work to existing staff. Each Covered Employer shall provide each Employee a copy of the records relating to such Employee upon the Employee's reasonable request.
- (f) **City Access.** Each Covered Employer shall permit access to work sites and relevant records for authorized City representatives for the purpose of monitoring compliance with this Chapter and investigating Employee complaints of noncompliance, including production for inspection and copying of its Employment records, but without allowing Social Security numbers to become a matter of public record.

5-39.11 No Preemption of Higher Standards

The purpose of this Chapter is to ensure minimum labor standards. This Chapter does not preempt or prevent the establishment of superior employment standards (including higher wages) or the expansion of coverage by ordinance, resolution, contract, or any other action of the City. This Chapter shall not be construed to limit a discharged Employee's right to bring a common law cause of action for wrongful termination.

5-39.12 Severability

If any provision or application of this Chapter is declared illegal, invalid or inoperative, in whole or in part, by any court of competent jurisdiction, the remaining provisions and portions thereof and applications not declared illegal, invalid or inoperative shall remain in full force or effect. Nothing herein may be construed to impair any contractual obligations of the City. This Chapter shall not be applied to the extent it will cause the loss of any Federal or State funding of City activities.

**SECTION THREE. AMENDING SECTIONS 3-1.108 AND 3-1.141 OF CHAPTER 1 OF
TITLE 3 OF THE EMERYVILLE MUNICIPAL CODE**

Sections 3-1.108 and 3-1.141 of Chapter 1 of Title 3 of the Emeryville Municipal Code are hereby amended to provide as follows. Additions are in double underline text. Deletions are in ~~strikeout~~ text.

3-1.108 Statement of Renewal of Business Tax Certificate

(a) Every person subject to a business tax or registration fee shall, before the business tax or registration fee becomes delinquent, file with the City a written statement setting forth the applicable factor or factors that constitute the measure of the registration fee or business tax, together with such other information as shall be required by the City to enable it to administer the provisions of this chapter and shall pay at such time the amount of the registration fee or business tax computed thereon.

(b) The written statement provided for herein shall be on a form prescribed by the Finance Department and shall include a declaration substantially as follows:

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

(c) The written statement provided for herein shall include the total number of employees at each place of business in Emeryville and the total number of business locations worldwide.

3-1.141 Compliance With Minimum Wage, Paid Sick Leave, and Other Employment Standards

Any person engaging in business in the City of Emeryville shall comply with the requirements of Chapters 37 and 39 of Title 5 as a condition of issuance of a business tax certificate. No person shall engage in business in the City of Emeryville without complying with the requirements of Chapters 37 and 39 of Title 5.

SECTION FOUR. CEQA DETERMINATION

The City Council finds, pursuant to Title 14 of the California Administrative Code, Section 15061(b)(3) and Section 15378(a), that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project that has the potential for causing a significant effect on the environment. This action is further exempt from the definition of a Project in Section 15378(b)(3) in that it concerns general policy and procedure making.

SECTION FIVE. SEVERABILITY

Every section, paragraph, clause, and phrase of this Ordinance is hereby declared severable. If, for any reason, any section, paragraph, clause, or phrase is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining section, paragraphs, clauses, or phrases.

SECTION SIX. EFFECTIVE DATE

This Ordinance shall take effect on July 1, 2017. The City Clerk is directed to cause copies of this Ordinance to be posted or published as required by Government Code section 33693.

SECTION SEVEN. CODIFICATION

Sections Two and Three of this Ordinance shall be codified in the Emeryville Municipal Code. Sections One, Four, Five, Six and Seven shall not be so codified.

This Ordinance was introduced and first read by the City Council of the City of Emeryville at a regular meeting held on Tuesday, October 18, 2016 and **PASSED AND ADOPTED** by the City Council at a regular meeting held on Tuesday, November 1, 2016 by the following vote:

AYES:	<u>4</u>	Mayor Martinez, Vice Mayor Donahue and Council Members Asher, Atkin and Davis
NOES:	<u>1</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

Dianne Martinez

MAYOR

ATTEST:

[Signature]
DEPUTY CITY CLERK

APPROVED AS TO FORM:

Michael Guiraud
CITY ATTORNEY