

1 **STATE OF GEORGIA**

2 **CITY OF COLLEGE PARK**

3 **ORDINANCE NO. 2017-18**

4 AN ORDINANCE TO AMEND ARTICLE V (“HOUSING”) IN CHAPTER 5
5 (“BUILDINGS; CONSTRUCTION AND RELATED MATTERS”) BY
6 ADDING A NEW DIVISION 3 TO BE ENTITLED “MULTI-FAMILY
7 RESIDENTIAL RENTAL ORDINANCE”; TO PROVIDE FOR
8 SEVERABILITY; TO PROVIDE PENALTIES; TO PROVIDE FOR REPEAL
9 OF CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION AND
10 EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

11 **WHEREAS**, the duly elected governing authority of the City of College Park, Georgia
12 (the “City”) is the Mayor and Council thereof; and

13 **WHEREAS**, the governing authority finds that there is a need to protect the health,
14 safety and general welfare of residents of the City living in multi-family housing; and

15 **WHEREAS**, such health, safety, and general welfare interests include the following: to
16 maintain a quality and stability of multi-family rental housing; to correct and prevent conditions
17 that adversely affect, or are likely to adversely affect the life, safety, welfare and health of
18 occupants of multi-family rental housing; to provide minimum standards necessary for the health
19 and safety of the occupants of multi-family rental housing; to provide standards of maintenance
20 of multi-family rental housing to prevent blight and slums; and to preserve the value of land and
21 buildings throughout the City; and

22 **WHEREAS**, accordingly, the governing authority desires to adopt an ordinance to
23 regulate the operation of multi-family housing within the City.

24 **BE IT AND IT IS HEREBY ORDAINED** by the Mayor and Council of the City and by
25 the authority thereof:

26 **Section 1.** A new Division 3 to be entitled “Multi-Family Residential Rental Ordinance”
27 is hereby added after Division 2 (“International Property Maintenance Code”) in Article V
28 (“Housing”) of Chapter 5 (“Buildings, Construction and Related Matters”) of the Code of
29 Ordinances of the City of College Park, Georgia, which Division 3 shall read and be codified as
30 follows:

31 **“ARTICLE V - HOUSING.**

32 **DIVISION 3. - MULTI-FAMILY RESIDENTIAL RENTAL ORDINANCE**

33 **Sec. 5-100. - Findings and Purpose.**

34 The Mayor and Council hereby find that there is a need to protect the health, safety and general
35 welfare of residents of the City living in multi-family housing furnished to them through
36 payment of money to the owner of the property or management company. The purposes of this
37 Division include:

- 38 (1) To maintain a quality and stability of multi-family rental housing;
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- 40 (2) To correct and prevent conditions that adversely affect, or are likely to adversely
41 affect the life, safety, welfare and health of occupants of multi-family rental
42 housing;
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- 44 (3) To provide minimum standards necessary for the health and safety of the
45 occupants of multi-family rental housing;
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- 47 (4) To provide standards of maintenance of multi-family rental housing to prevent
48 blight and slums; and
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- 50 (5) To preserve the value of land and buildings throughout the City.
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52 It is not the City’s intent to intrude upon the fair and accepted contractual relationship between
53 tenant and landlord. The City does not intend to intervene as an advocate of either party, or to

54 act as an arbiter, or to be receptive to the complaints of a tenant or landlord not specifically and
55 clearly relevant to the provisions of this Division. In the absence of such relevancy with regard
56 to rental disputes, it is intended that the contracting parties exercise such legal rights as are
57 available to them without the intervention of the City.

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59 The provisions of this Division are in addition to, not in lieu of, other applicable standard codes,
60 including, but not limited to, International Property Maintenance Code, International Building
61 Code and International Fire Code, as adopted by the City

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63 **Sec. 5-101. - Definitions.**

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65 The following words, terms and phrases, when used in this Division, shall have the meanings
66 ascribed to them in this section, except where the context clearly indicates a different meaning:

67 *Certified Building Inspector* means a person inspecting for compliance with the various
68 adopted codes, including the provisions of this Division, who is a licensed design professional
69 (architect or engineer) or holds one of the following certifications from the International Code
70 Council (ICC): property maintenance and housing inspector, housing rehabilitation inspector,
71 building inspector, building plan examiner or commercial combination inspector. Certified
72 Building Inspector shall also include his or her designee.

73 *Code Compliance Certificate* means a certificate executed by a Certified Building Inspector
74 and stating compliance with those minimum standards described herein or in an applicable
75 property maintenance or building code adopted by the City.

76 *Excessive Littering* means the discarding any rubbish, trash, garbage, debris, abandoned
77 personal items, etc., in the common areas of the Multi-family Rental Property that so degrades
78 the appearance of the property that, in the view of a reasonable person, detracts from the natural
79 cleanliness or safety and/or exhibits a foul or noxious odor.

80 *Lease* means any written or oral agreement which sets forth any and all conditions
81 concerning the use and occupancy of multi-family rental dwellings or multi-family rental units.

82 *Multi-family Rental Property* or *Multi-family Residential Property* means any property
83 containing multi-family structure(s) or other facility promised and/or leased to a residential
84 Tenant or Tenants for use as a home, residence, or sleeping unit, and containing five (5) or more
85 Rental Units. This definition includes, but is not limited to, multiple-family dwellings, multiple-
86 family apartment units, boardinghouses, rooming houses, group homes, and flats.

87 *Manager* means an individual or agent of a corporation charged by the Owner with ensuring
88 the Multi-family Rental Property, including its common areas and Rental Units, are compliant
89 with all applicable building and property maintenance codes, including the provisions of this
90 Division.

91 *Occupancy* means all tenants, lessees and persons residing within a Rental Unit.

92 *Owner* means any person, agent, firm, or corporation having a legal or equitable interest in a
93 Multi-family Residential Property.

94 *Owner-occupied* means any part of a Multi-family Rental Property used as living quarters by
95 the Owner of said structure where other parts of the structure are used as Rental Units. The living
96 quarters occupied by the owner shall be considered a Rental Unit for purposes of this Division.

97 *Rental Unit* means any one area, room, structure, flat, apartment, or facility of a Multi-
98 family Rental Property designed to be leased or rented to a Tenant, group of Tenants, or family
99 under one Lease, or under terms of joint and severable liability.

100
101 *Substantial Renovation* means a renovation in which at least fifty (50) percent of the
102 buildings in the Multi-family Rental Property are removed or replaced in such a way that it
103 materially increases the value of the property or substantially prolongs the useful life of the
104 property. In order to be classified as a “substantial renovation” under this Division, the
105 renovations must affect every building on the Multi-family Residential Property, affect every
106 Rental Unit in each building and affect every room in each Rental Unit.

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108 *Tenant* means a legal occupant of any Rental Unit with the exception of an Owner-occupied
109 unit.

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111 **Sec. 5-102. - Applicability.**

- 112
113 (a) This Division shall apply to any Multi-family Residential Property which is at
114 least five (5) years old since the issuance of the original certificate(s) of
115 occupancy for the units and common areas of the property.
116 (b) Multi-family Residential Properties more than five (5) years old since the
117 issuance of the original certificate(s) of occupancy that have had Substantial
118 Renovations accomplished in the previous five (5) years may receive a waiver
119 from the application of this ordinance by showing proof to the Chief Building
120 Official of valid Certificate(s) of Completion and/or Occupancy stemming from
121 the Substantial Renovation. This waiver shall be valid for a period of five (5)
122 years following the date of completion of the Substantial Renovation.

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124 **Sec. 5-103. - Minimum standards.**

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126 The provisions of this section are intended to comply with the Housing Quality Standards of the
127 U.S. Department of Housing and Urban Development for Section 8 Housing. If the provisions
128 herein are different from the Housing Quality Standards, the most restrictive provisions shall
129 control.

- 130
131 (a) Sanitary facilities.
132 (1) *Performance requirements.* Each Rental Unit must include sanitary
133 facilities located therein. The sanitary facilities must be in proper
134 operating condition and adequate for personal cleanliness and disposal of
135 human waste. The sanitary facilities must be usable in privacy.
136 (2) *Acceptability criteria.*
137 (i) The bathroom must be located in a separate private room and have
138 a flush toilet in proper operating condition.

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- (ii) The Rental Unit must have a fixed basin in proper operating condition with a sink trap and hot and cold running water.
- (iii) The Rental Unit must have a shower or a tub in proper operating condition with hot and cold running water.
- (iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(b) Food preparation and refuse disposal.

- (1) *Performance requirement.*
 - (i) The Rental Unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
 - (ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g. garbage cans).
- (2) *Acceptability criteria.*
 - (i) The Rental Unit must have an oven and a stove or range and a refrigerator of appropriate size for the Occupant(s). All of the equipment must be in proper operating condition. The equipment may be supplied by either the Owner or the Occupant(s).
 - (ii) The Rental Unit must have a kitchen sink in proper operating condition with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
 - (iii) The Rental Unit must have space for the storage, preparation, and serving of food.
 - (iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g. garbage cans).

(c) Space and security.

- (1) *Performance requirement.* The Rental Unit must provide adequate space and security for the Occupant(s).
- (2) *Acceptability criteria.*
 - (i) At a minimum, the Rental Unit must have a living room, a kitchen area, and a bathroom.
 - (ii) The Rental Unit must have at least one bedroom or living/sleeping room for every two Occupants. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
 - (iii) Rental Unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

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- (iv) The exterior doors of the Rental Unit must be lockable. Exterior doors are doors by which someone can enter or exit the Rental Unit.
- (d) Thermal environment.
 - (1) *Performance requirement.* The Rental Unit must have and be capable of maintaining a thermal environment healthy for the human body.
 - (2) *Acceptability criteria.*
 - (i) There must be a safe system for heating and cooling the Rental Unit. The system(s) must be in proper operating condition. The system(s) must be able to provide adequate heat or cooling either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the Georgia climate.
 - (ii) The Rental Unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters with a dedicated source are acceptable. Such electric heaters must be approved by the Fire Marshall prior to use.
- (e) Illumination and electricity.
 - (1) *Performance requirement.* Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of Occupant(s). The Rental Unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire. Common areas must be lit appropriately.
 - (2) *Acceptability criteria.*
 - (i) There must be at least one window in the living room and in each sleeping room.
 - (ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
 - (iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition.
 - (iv) Common areas of the Multi-family Rental Property, including, but not limited to, hallways, staircases, parking lots and/or decks, pools and clubhouses shall be lighted at all times with an artificial lighting system. The said system shall provide at least two (2) foot candles of illumination on all parts thereof, at all times, by means of property located electric light fixtures, provided such artificial lighting may be omitted from sunrise to sunset where an adequate amount of natural light is provided. Any Multi-family Rental Property having at least ten (10) Rental Units must have said required lighting system on an emergency circuit.
- (f) Structure and materials.

- 228 (1) *Performance requirement.* The Rental Unit must be structurally sound.
229 The structure must not present any threat to the health and safety of the
230 Occupant(s) and must protect the Occupant(s) from the environment.
- 231 (2) *Acceptability criteria.*
232 (i) Ceilings, walls and floors must not have any serious defects such
233 as severe bulging or leaning, large holes, loose surface materials,
234 severe buckling, missing parts, or other serious damage.
235 (ii) The roof must be structurally sound and weathertight.
236 (iii) The exterior wall structure and surface must not have any serious
237 defects such as serious leaning, buckling, sagging, large holes, or
238 defects that may result in air infiltration or vermin infestation.
239 (iv) The condition and equipment of interior and exterior stairs, halls,
240 porches, walkways, etc., must not present a danger of tripping and
241 falling. For example, broken or missing steps or loose boards are
242 unacceptable.
243 (v) Elevators must be working and safe.
- 244 (g) Interior air quality.
245 (1) *Performance requirement.* The Rental Unit must be free of pollutants in
246 the air at levels that threaten the health of the Occupant(s).
247 (2) *Acceptability criteria.*
248 (i) The Rental Unit must be free from dangerous levels of air
249 pollution from carbon monoxide, sewer gas, fuel gas, dust, and
250 other harmful pollutants.
251 (ii) There must be adequate air circulation in the Rental Unit.
252 (iii) Bathroom areas must have one openable window or other adequate
253 exhaust ventilation.
254 (iv) Any room used for sleeping must have at least one window. If the
255 window is designed to be openable, the window must work.
- 256 (h) Water supply.
257 (1) *Performance requirement.* The water supply must be free from
258 contamination.
259 (2) *Acceptability criteria.* The Rental Unit must be served by an approvable
260 public or private water supply that is sanitary and free from contamination.
- 261 (i) Lead-based paint performance requirement. The Lead-Based Paint Poisoning
262 Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint
263 Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing
264 regulations at part 35, subparts A, B, M, and R of Title 24 of the Code of Federal
265 Regulations apply to all Rental Units.
- 266 (j) Access performance requirement. The Rental Unit must be able to be used and
267 maintained without unauthorized use of other private properties. The building
268 must provide an alternate means of exit in case of fire (such as fire stairs or egress
269 through windows).
- 270 (k) Site and neighborhood.
271 (1) *Performance requirement.* The site and neighborhood must be reasonably
272 free from disturbing noises and reverberations and other dangers to the
273 health, safety, and general welfare of the Occupant(s).

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(2) *Acceptability criteria.* The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups or sewage hazards, mudslides, abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic, excessive accumulation of trash, vermin or rodent infestation, or fire hazards.

(l) Sanitary condition.

(1) *Performance requirement.* The Rental Unit and its equipment must be in sanitary condition.

(2) *Acceptability criteria.* The Rental Unit and its equipment must be free of vermin and rodent infestation.

(m) Smoke detectors performance requirement.

Each Rental Unit must have at least one (1) battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the Rental Unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74, or its successor standards. If the Rental Unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in the NFPA 74 or successor standards.

(n) Derelict Automotive Vehicles.

(1) Owners are subject to the provisions of this code, including but not limited to Article II of Chapter 12, regarding keeping of Derelict Automotive Vehicles (as defined in section 12-31). For purposes of enforcement of such provisions against owners of Multi-Family Rental Properties, any area in which the parking of vehicles is allowed on the property shall be synonymous with the terms “driveways,” “front yards,” “side yards” and “rear yards.”

(2) Owners shall maintain on their properties an enclosed area in which existing tenants may store Derelict Automotive Vehicles. All Derelict Automotive Vehicles stored in this enclosed area must remain covered by an opaque material, including but not limited to cloth, at all times, except when such vehicles are actively being repaired. The enclosed area must be maintained by Owner pursuant to this code, including but not limited to the provisions of Article II of Chapter 12. In order for existing tenants to store Derelict Automotive Vehicles, such existing tenants must actively be repairing such Derelict Automotive Vehicles.

Sec. 5-104. Building Identification Numbers

(a) Any building on the property containing at least one (1) Rental Unit shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the building. These numbers shall contrast with their background and shall be Arabic numerals, be a minimum of four (4) inches high with a minimum stroke width of 0.5 inches.

- 320 (b) The building identification numbers must include all Rental Unit numbers present
- 321 in that building (i.e. 100 – 110, etc.) written in the style as, and placed directly
- 322 underneath, the building identification number. Such numbers shall be plainly
- 323 visible on each side of a building facing any portion of a street or road (whether
- 324 public or private) passing by said building.
- 325
- 326 (c) If a Multi-Family Residential Property contains more than one (1) street on which
- 327 any building containing a Rental Unit fronts, any intersection of such streets must
- 328 contain plainly readable directional signs on each side of the intersection detailing
- 329 by number the direction where the main entrance to each building and/or Rental
- 330 Unit is located.
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- 332 (d) Each Rental Unit on a Multi-Family Residential Property shall have posted at the
- 333 main entrance of each said Rental Unit a number distinguishing the Rental Unit
- 334 from all other Units on the property. Said number shall be no less than 1 ½ inches
- 335 in height and the stroke shall be ¼ inch. Rental Unit numbers may not be
- 336 duplicated on a Multi-Family Residential Property, even if the property contains
- 337 more than one (1) building that is clearly marked and addressed.
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339 **Sec. 5-105. - Inspection requirements.**

- 340 (a) Unless otherwise exempted by this Division, before any Rental Unit is occupied
- 341 by a new Tenant(s), or every five (5) years of an existing Tenancy, the Rental
- 342 Unit shall be inspected by a Certified Building Inspector for compliance with the
- 343 minimum standards delineated in this Division and any other applicable standard
- 344 codes, and said Certified Building Inspector shall submit a Code Compliance
- 345 Certificate to the Chief Building Official.
- 346 (b) *Certified Building Inspector requirements.* All inspectors wishing to submit or
- 347 participate in the inspection program herein must comply with the following
- 348 requirements:
- 349 (1) The Inspector must be a licensed design professional (architect or
- 350 engineer) or hold one of the following certifications from the International
- 351 Code Council (ICC): property maintenance and housing inspector,
- 352 housing rehabilitation inspector, building inspector, building plan
- 353 examiner or commercial combination inspector.
- 354 (2) The Inspector must submit a copy of his or her business license and
- 355 applicable certification to the City to be placed on an approved inspector
- 356 list prior to inspecting any apartment complex.
- 357 (3) The Inspector must meet with the Chief Building Official upon approval
- 358 prior to performing any services to comply with this Division.
- 359 (4) Mandatory meetings may be called by the City which all Inspectors
- 360 participating in the program must attend. Ample notice will be provided
- 361 by the City of no less than two (2) weeks.
- 362 (5) The City shall keep a list of Certified Building Inspectors and all Code
- 363 Compliance Certificates must be signed and dated by one of the approved

364 Inspectors on this list in order to comply with the requirements of this
365 Division.

366 (c) *Penalty for false certification and false inspection.*

367 (1) An Owner who knowingly participates in furnishing a code compliance
368 certificate to the City which contains a false certification that any
369 applicable Rental Unit is in compliance with those standards contained
370 herein shall be guilty of a violation of this Code for each Rental Unit for
371 which the certification is shown to be false and can be fined as provided
372 by this Code for each violation.

373 (2) A Certified Building Inspector who furnishes a Code Compliance
374 Certificate which knowingly contains fraudulent information that a Rental
375 Unit meets the required standards shall be guilty of a violation of the City
376 Code and the Certified Building Inspector's right to submit Code
377 Compliance Certificates to the City shall be suspended by the Chief
378 Building Official for a stated period of time not more than five (5) years.

379 (d) Common area lighting assessment. Every six (6) months, the Multi-family
380 Residential Property shall submit to a Common Area Lighting Assessment for
381 compliance with the provisions of this Division for common area lighting. It shall
382 be the duty of the Owner and/or Manager to request said Assessment from the
383 Chief Building Official and failure to do so timely and/or failing the Assessment
384 Inspection shall subject the Owner and/or Manager to a citation for each day the
385 Multi-family Residential Property is not compliant with the common area lighting
386 requirements of this Division.

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388 **Sec. 5-106. - Administration, violations and enforcement.**

389 (a) The Chief Building Official shall be responsible for administering and enforcing
390 the provisions of this Division and shall be responsible for citing the Owner
391 and/or a Manager of the property with any violations of the provisions of this
392 Division. Each violation shall subject the Owners and/or Manager to a possible
393 \$1,000 fine and/or six (6) months in jail.

394 (b) Subject to the provisions of O.C.G.A. §44-7-55(c), as a result of a Dispossessory
395 Proceeding, neither the Owner, the Manager or the Tenant shall leave and
396 abandon any personal property of the Tenant on the Right-of-way or City-owned
397 property, and shall not leave said personal property in the common areas of the
398 Multi-family Rental Property for longer than twenty-four (24) hours. After
399 twenty-four hours, the Owner or designee shall place the personal property inside
400 a storage unit on the Multi-family Rental Property or a rental storage unit off the
401 property until such time as it is claimed by the former Tenant or is otherwise
402 abandoned in accordance with the provisions of the Lease, Court Order, or
403 operation of law.

404 (c) Excessive littering on the Multi-family Rental Property shall be a violation of this
405 Division, and a warning to the Owner and/or Manager shall be given to clean-up
406 same. If the Excessive Littering has not been cleaned up within three (3) days of
407 the date of the official warning, the Chief Building Official shall cite the Owner
408 and/or Manager with a violation. Each day thereafter shall be cause for an

409 additional citation for violation of this provision until such time as the Excessive
410 Littering is cleaned up.”

411 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby
412 incorporated by reference as if fully set out herein.

413 **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all
414 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
415 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

416 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
417 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
418 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
419 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
420 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this
421 Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase
422 of this Ordinance.

423 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
424 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
425 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the
426 express intent of the Mayor and Council that such invalidity, unconstitutionality or
427 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional
428 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
429 sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
430 clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional,
431 enforceable, and of full force and effect.

432 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
433 expressly repealed.

434 **Section 5.** Unless otherwise provided for herein, penalties in effect for violations of the
435 Code or Ordinances of the City of College Park at the time of the effective date of this Ordinance
436 shall be and are hereby made applicable to this Ordinance and shall remain in full force and
437 effect.

438 **Section 6.** The effective date of this Ordinance shall be the date of adoption unless
439 otherwise specified herein.

440 **ORDAINED** this 20 day of Nov, 2017.

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CITY OF COLLEGE PARK, GEORGIA

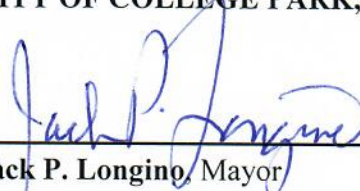
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Jack P. Longino, Mayor

448 **ATTEST:**

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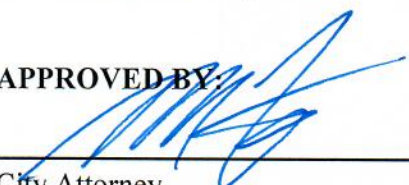


Melissa Brooks, City Clerk

452 **APPROVED BY:**

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City Attorney