

**CITY OF BALTIMORE
COUNCIL BILL 05-0022
(First Reader)**

Introduced by: The Council President
At the request of: The Administration (Department of Housing and Community Development)
Introduced and read first time: January 24, 2005
Assigned to: Urban Affairs Committee

REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Planning Commission, Department of Housing and Community Development, Department of Public Works, Board of Municipal and Zoning Appeals, Baltimore City Parking Authority, Department of Transportation

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **Urban Renewal – Brooklyn-Curtis Bay Business Area –**
3 **Amendment _**

4 FOR the purpose of amending the Urban Renewal Plan for Brooklyn-Curtis Bay Business Area to
5 delete an industrial area from the project boundary; creating revised exhibits attached to the
6 Renewal Plan to reflect the proposed change; making minor technical corrections; waiving
7 certain content and procedural requirements; making the provisions of this Ordinance
8 severable; providing for the application of this Ordinance in conjunction with certain other
9 ordinances; and providing for a special effective date.

10 BY authority of
11 Article 13 - Housing and Urban Renewal
12 Section 2-6
13 Baltimore City Code
14 (Edition 2000)

15 **Recitals**

16 The Urban Renewal Plan for the Brooklyn-Curtis Bay Business Area was originally
17 approved by the Mayor and City Council of Baltimore by Ordinance 82-852 and last amended by
18 Ordinance 04-863.

19 An amendment to the Urban Renewal Plan for the Brooklyn-Curtis Bay Business Area is
20 necessary to delete an industrial area from the project boundary and make minor technical
21 changes that do not affect the content of the Plan.

22 Under Article 13, § 2-6 of the Baltimore City Code, no substantial change may be made in
23 any approved renewal plan unless the change is approved in the same manner as that required for
24 the approval of a renewal plan.

EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.

1 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE**, That the
2 following changes in the Urban Renewal Plan for Brooklyn-Curtis Bay Business Area are
3 approved:

4 (1) On page 1 of the Plan, amend A. Project Description to read as follows:

5 A. Project Description

6 1. Boundary Description

7 Beginning for the same at the intersection of the south side of Cambria Street
8 and the east side of an unnamed 30-foot alley; thence binding on the south
9 side of Cambria Street to the west side of 7th Street; thence southerly on the
10 west side of 7th Street; thence crossing 7th Street to the south side of Pontiac
11 Street; thence easterly on the south side of Pontiac Street to the east side of 8th
12 Street; thence northerly on the east side of 8th Street to the south side of a 10-
13 foot alley; thence southeast to the west side of a 10- foot alley; thence
14 southeast to the west side of a 10-foot alley; thence south a distance of 10 feet
15 to the south side of a 20-foot alley; thence east to the west side of 9th Street;
16 thence northerly a distance of 10 feet to the south side of a 10-foot alley;
17 thence east to the west side of a 15-foot alley; thence north a distance of 5 feet
18 to the south side of a 15-foot alley; thence east to the east side of St. Victor
19 Street; thence north to the south side of a 20-foot alley; thence east to the east
20 side of a 15-foot alley east of St. Margaret Street; thence northeast along the
21 rear property line of 3600 West Bay Avenue to the south side of a 15-foot
22 alley; thence east to the west side of West Bay Avenue; thence south to THE
23 south side of Cambria Street; thence east to the west side of Fairhaven
24 Avenue; thence east along the south property line of 3607 Fairhaven Avenue
25 to the west side of a 15-foot alley; thence south to the south side of Sassafras
26 Street; thence east to the west side of a 10-foot alley; thence south 60 feet;
27 thence east to the west side of a 15-foot alley; thence south to the north side of
28 Plum Street; thence west to the west side of a 15-foot alley; thence south to
29 the south side of 20- foot alley; thence east a distance of 15 feet to the rear
30 property line of 4112 Pennington Avenue; thence south to the north side of
31 Olmstead Street; thence west 15 feet; thence south along the west side of a 15-
32 foot alley to the south side of Locust Street; thence east to the west property
33 line of 1531 Locust Street; thence south to the north side of a 20-foot alley
34 south of Hazel Street; thence west to the rear property line of 4420-28
35 Pennington Avenue; thence south to the north side of Elmtree Street; thence
36 west 32 feet; thence south along the rear property line of 4600 Pennington
37 Avenue to the south side of a 20-foot alley; thence east to the west property
38 line of 1524 Cypress Street; thence south to the north side of Cypress Street;
39 thence west 50 feet; thence south to the north side of Church Street; thence
40 west 41 feet; thence south along west side of a 10-foot alley to the south side
41 of Ceddox Street; thence east along the south side of Ceddox Street to the
42 center line of Curtis Avenue; thence north to the north side of Patapsco
43 Avenue; thence west and along the north side of Patapsco Avenue a distance
44 of 30 feet; thence south and along the west side of Curtis Avenue to the north
45 side of Locust Street; thence west a distance of 102 feet; thence south along
46 the west side of a 15-foot alley to the south side of Hazel Street; thence east to
47 the west side of Curtis Avenue; thence south to the north side of Filbert Street;

1 thence west a distance of 102 feet; thence south along the west side of a 15-
2 foot alley to the south side of a 10-foot alley south of Cereal Street; thence
3 east a distance of 97 feet to the west property line of 1644 Ceddox Street;
4 thence south to the north side of Ceddox Street; thence west a distance of 305
5 feet to the east side of a 15-foot alley; thence north along east side of alley to
6 the north side of Filbert Street; thence west to the east side of Pennington
7 Avenue; thence north to the south side of Locust Street; thence east a distance
8 of 120 feet; thence north and along the east side of a 24-foot alley to the north
9 side of Olmstead Street; thence west to the rear property line of 4115
10 Pennington Avenue; thence north to the south side of a 20-foot alley; thence
11 east along 20-foot alley to the east side of a 15-foot alley; thence north along
12 15-foot alley to the north side of Spruce Street; thence west to the east side of
13 Pennington Avenue; thence north to the south side of [E. Patapsco Avenue]
14 CAMBRIA STREET; thence northeast a distance of 315 feet to a point located on
15 the north side of E. Patapsco Avenue and 200 feet east of property known as
16 1200 E. Patapsco Avenue; thence west along the north side of E. Patapsco
17 Avenue[, 200 feet to the east property line of 1200 E. Patapsco Avenue;
18 thence northwest along the southwest property line of CSX Transportation
19 property to the northern property line of 900 Baltic Avenue; thence northwest
20 to the west side of 9th Street; thence southwest to the north side of E. Patapsco
21 Avenue; thence northwest] to the east side of 7th Street; thence northeast a
22 distance of 188 feet; thence northwest along the north side of Freeman Street a
23 distance of 201 feet; thence southwest and along the east side of a 22-foot
24 alley to the south side of an 11-foot alley; thence northwest along alley to the
25 west side of a 22-foot alley; thence northeast along alley to the north side of
26 Freeman Street; thence northwest a distance of 148 feet; thence southwest and
27 along the east side of a 4-foot alley a distance of 101 feet to the south side of a
28 4-foot alley; thence northwest to the west side of 6th Street; thence northeast to
29 the north side of a 10-foot alley; thence northwest a distance of 75 feet; thence
30 southwest to the south side of a 4-foot alley; thence west a distance of 50 feet;
31 thence north to the north side of Freeman Street; thence west a distance of 25
32 feet; thence south to the south side of a 4-foot alley; thence west to the west
33 side of a 3-foot alley; thence north to the north side of Freeman Street; thence
34 west a distance of 100 feet; thence south a distance of 98 feet; thence west to
35 the west side of a 2-foot alley; thence north a distance of 98 feet to the north
36 side of Freeman Street; [thence;] thence continuing westerly to intersect the
37 west side of Helmstetter Street; thence binding on the west side of Helmstetter
38 Street southerly to intersect the northern property line of Lot 58, Block 7075;
39 thence binding on the northern property line of said Lot 58 westerly to
40 intersect the east side of 4th Street; thence binding on the east side of 4th Street
41 northerly to intersect a point on the east side of 4th Street formed by extending
42 the north side of an unnamed 13-foot alley in a straight line across 4th Street;
43 thence crossing 4th Street on said line and continuing on the north side of said
44 unnamed 13-foot alley westerly and crossing 3rd Street to the west side of 3rd
45 Street; thence binding on the west side of 3rd Street southerly to intersect the
46 north side of E. Patapsco Avenue; thence binding on the north side of E.
47 Patapsco Avenue westerly to intersect the east side of 2nd Street; thence
48 binding on the east side of 2nd Street northerly to intersect the north side of
49 Chesapeake Avenue; thence binding on the north side of Chesapeake Avenue
50 southwesterly to intersect the west side of Hanover Street; thence binding on
51 the west side of Hanover Street southerly to intersect the eastern right-of-way

1 line of the Harbor Tunnel Throughway Access Ramp for Potee Street and
2 Patapsco Avenue; thence binding on said right-of-way line southwesterly,
3 northwesterly, southwesterly, and southeasterly to intersect the side of an
4 unnamed 20-foot alley; thence binding on the west side of said 20-foot alley
5 southerly to intersect the north side of W. Patapsco Avenue; thence binding
6 on the north side of W. Patapsco Avenue northwesterly, crossing the access
7 ramp for the Harbor Tunnel Throughway and Potee Street, to intersect the
8 west side of Potee Street; thence binding on the west side of Potee Street
9 northerly to intersect the southern right-of-way line of the Baltimore Harbor
10 Tunnel Throughway; thence binding on said right-of-way of said Throughway
11 southwesterly, northwesterly and southwesterly to intersect the southern
12 boundary line of Baltimore City; thence binding on the southern boundary
13 line of Baltimore City easterly to intersect the east side of Riverside Road;
14 thence binding on the east and south sides of Riverside Road northerly and
15 easterly to intersect the east side of Leadenhall Street; thence binding on the
16 east side of Leadenhall Street northerly, crossing Talbott Street, to intersect
17 the south side of the first 15-foot alley; thence binding on the south side of
18 said 15-foot alley easterly to intersect the east side of the first 10-foot alley;
19 thence binding on the east side of said 10-foot alley northerly to intersect the
20 south side of Washburn Avenue; thence binding on the south side of
21 Washburn Avenue easterly to intersect the western property line of Lot 1/5,
22 Block 7027-F; thence binding on said property line southerly and easterly to
23 intersect the west side of an unnamed 14-foot alley; thence binding on the
24 west side of said 14-foot alley southerly to intersect the north side of Bristol
25 Avenue; thence binding on the north side of Bristol Avenue westerly to
26 intersect the east side of Potee Street; thence binding on the east side of Potee
27 Street southerly and southeasterly to a point on the east side of Potee Street
28 formed by extending the southeastern property line of Lot 15, Block 7027-J in
29 a straight line across Potee Street; thence crossing Potee Street and continuing
30 on the southeastern property line of said Lot 15 southwesterly to intersect the
31 southern boundary line of Baltimore City; thence binding on the southern
32 boundary line of Baltimore City easterly and southeasterly to intersect the east
33 side of 2nd Street; thence binding on the east side of 2nd Street northerly to
34 intersect the north side of Jack Street; thence binding on the north side of Jack
35 Street westerly to intersect the east side of an unnamed 30 foot alley; thence
36 binding on the east side of said 30 foot alley northerly to the point of
37 beginning.

38 (2) On page 5 of the Plan, amend A.2.g. and h. to read as follows:

- 39 g. Where deemed necessary or appropriate by the [Baltimore City] Department
40 and/or the Department of Planning ([hereafter] HEREINAFTER referred to as
41 “Planning”), allowing for the creation of buffers or barriers; and
- 42 h. Encouraging partnerships with industrial businesses adjacent to the
43 boundaries of the RENEWAL Plan.

1 (3) On page 5 of the Plan, amend A.3.b. to read as follows:

2 b. Property rehabilitation that [shall] MUST comply with the codes and
3 ordinances of the City of Baltimore, and the requirements set forth in this
4 Renewal Plan.

5 (4) On page 5 of the Plan, amend B.2.a. to read as follows:

6 B. Land Use Plan

7 2. Land Use Provisions and Standards

8 a. Permitted Uses

9 Only the use categories shown on the Land Use Plan, Exhibit 1, are
10 permitted within the Project Area. These are Residential, Industrial,
11 Community Business, Community Commercial, [and Public] PARK, AND
12 MIXED USE. Accessory uses including landscaping, off-street parking and
13 loading will be permitted. In addition, certain uses will be permitted to
14 continue subject to the provisions governing non-conforming and non-
15 complying uses set forth below.

16 (5) On page 7 of the Plan, amend B.2.a.(9) to read as follows:

17 (9) Maritime Industrial Zoning Overlay District

18 The intent of the Maritime Industrial Zoning Overlay District, the
19 boundaries of which are in close proximity with the [Urban Renewal]
20 PROJECT Area, is to maintain and encourage a working waterfront in
21 the Curtis Bay area. Due consideration [shall] MUST be given by the
22 Department for any plans presented as to new construction,
23 rehabilitation, additions, demolition, or expansion in the [Urban
24 Renewal] PROJECT Area as to the effect of these plans and their
25 implementation on the continuation and expansion of the historic
26 industrial waterfront uses.

27 (6) On page 8 of the Plan, amend B.2.c. to read as follows:

28 c. Regulations, Controls and Restrictions on Land Acquired by the City

29 Land acquisition within the defined boundary area of this Renewal Plan is
30 necessary for the attainment of commercial revitalization goals established
31 in this Renewal Plan. The regulations, controls, and restrictions defined
32 by the Zoning Code of Baltimore City, as well as the [Rehabilitation
33 standards] DESIGN STANDARDS and the provisions of Section D.3., as
34 defined in this Renewal Plan must be adhered to. In addition, the
35 following controls apply:

1 (7) On page 10 of the Plan, amend C.1.b. to read as follows:

2 C. Techniques for Plan Objectives

3 1. Acquisition

4 b. Actions to be Followed by the Department on Acquisition of Properties

5 On the acquisition of the properties, the Department will either:

- 6 (1) [(a)] demolish the structure or structures on the properties and dispose
7 of the land for redevelopment uses in accordance with this Renewal
8 Plan; or
- 9 (2) [(b)] sell or lease the property subject to rehabilitation in conformance
10 with the codes and ordinances of Baltimore City, and the Design
11 Standards set forth in this Renewal Plan; or
- 12 (3) [(c)] rehabilitate the property in conformance with the codes and
13 ordinances of Baltimore City and the Design Standards set forth in this
14 Renewal Plan and dispose of property in accordance with applicable
15 regulations. If sale cannot be consummated by the time rehabilitation
16 is accomplished, property may be rented pending continuing sale
17 efforts.

18 (8) On pages 16, 17, and 18 of the Plan, amend D.4.d., D.4.e., D.4.f., and D.4.g. to read
19 as follows:

20 d. “Developer” [shall mean] MEANS any owner of any property within the
21 [Urban Renewal] PROJECT Area who submits permit application, site
22 plans, or other plans to the Department or any agency of Baltimore City to
23 obtain permits for new construction (including parking lots),
24 rehabilitation, additions, demolition or expansion of existing
25 improvements to be located on property within the [Urban Renewal]
26 PROJECT Area.

27 e. Before any Developer who is constructing or rehabilitating[:]

- 28 (1) 25 dwelling units or more;
- 29 (2) warehousing of 150,000 square feet gross floor area or more;
- 30 (3) any other project of 50,000 square feet or more; or
- 31 (4) any project which will generate 100 vehicles or more in peak hours,
32 is permitted to proceed with any plans for such new construction
33 (including parking lots), rehabilitation, additions, demolition or expansion
34 of existing improvements, and if required by the Department and/or
35 Planning, Developer must agree, at Developer’s expense, to provide a
36 buffer of either a structure-free open area or acceptable barriers or both

1 between existing industrial land and property located in the [Urban
2 Renewal] PROJECT Area.

3 f. All Developers and those who purchase, lease or take a security interest
4 from [said] THE Developers in property within the [Urban Renewal]
5 PROJECT Area, are [hereby] put on constructive notice of the following:

6 Developer and its successors and assigns agree and acknowledge that
7 the property being developed is located in close proximity to
8 industrially zoned land. Developer and its successors and assigns
9 understand and accept that the use of the nearby industrially zoned
10 land could cause vibrations, dust, noise, truck traffic, noxious odors or
11 other disruption of or interference with the quiet enjoyment of the
12 Developer’s property. Developer and its successors and assigns
13 acknowledge that they take title to their interest in the Developer’s
14 property, subject to all the rights of [such] THE industrial users, owners
15 or lessees.

16 g. Before any Developer who is constructing or rehabilitating

17 (1) 25 dwelling units or more;

18 (2) warehousing of 150,000 square feet or more;

19 (3) any other project of 50,000 square feet or more; or

20 (4) any project which will generate 100 vehicles or more in peak hours,

21 is permitted to proceed with any plans for [such] new construction
22 (including parking lots), rehabilitation, addition, demolition, or expansion
23 of existing improvements, that Developer must provide sufficient traffic
24 studies or other evidence to prove to the satisfaction of the Department
25 and/or Planning that traffic flow, including industrial, residential, and
26 commercial traffic, through the [Brooklyn Curtis Bay Urban Renewal
27 Plan] PROJECT Area will not be significantly adversely affected. The
28 purpose of [such] THE traffic studies or other evidence [shall be] IS to give
29 the City sufficient information to establish and develop traffic patterns and
30 signalization on streets in the [Urban Renewal] PROJECT Area to provide
31 safe streets for heavy industrial trucks, and increased residential,
32 commercial, and pedestrian traffic.

33 (9) On page 19 of the Plan, amend E. 2 to read as follows:

34 2. Zoning

35 In order to implement the Renewal Plan, zoning district changes as designated
36 on Zoning Districts, Exhibit 4, will be required. These changes will require
37 amendments to the Zoning Code that will be initiated during the execution of
38 this Renewal Plan. PROPOSED ZONING DISTRICT CHANGES AS DESIGNATED ON
39 ZONING DISTRICTS, EXHIBIT 4, MAY BE IMPLEMENTED BY INDIVIDUAL
40 PROPERTY OWNERS BY SEEKING A CITY COUNCIL REZONING BILL.

1 (10) On pages 19 and 20 of the Plan, amend F. and G. to read as follows:

2 F. Duration of Provisions and Requirements

3 [Proposed zoning district changes as designated on Zoning Districts, Exhibit 4,
4 may be implemented by individual property owners by seeking a City Council
5 rezoning bill.] THE BROOKLYN-CURTIS BAY URBAN RENEWAL PLAN, AS IT MAY
6 BE AMENDED FROM TIME TO TIME, REMAINS IN FULL FORCE AND EFFECT FOR A
7 PERIOD OF 20 YEARS FROM THE DATE THE RENEWAL PLAN IS LAST AMENDED BY
8 THE MAYOR AND CITY COUNCIL OF BALTIMORE.

9 G. Procedures for Changes in Approved Plan

10 The Department [shall] MUST submit to certain community organizations [in the
11 Brooklyn Curtis Bay Urban Renewal Area] WITHIN THE PROJECT AREA for their
12 review and comment the form and content of all significant development
13 proposals, as defined by the Department, within the [Brooklyn Curtis Bay Urban
14 Renewal] PROJECT Area. The community organizations to which these plans
15 [shall] MUST be submitted are as follows:

- 16 Brooklyn and Curtis Bay Coalition, Inc. and
- 17 South Baltimore Business Association, Inc.

18 The above community organizations [shall] MUST advise the Department of their
19 recommendations regarding the acceptability and/or priority of all plans and
20 proposals. The written comments of the community organizations [shall] MUST
21 be transmitted to the Department no later than [four] 4 weeks after [such] THE
22 proposals or plans have been submitted to the appropriate community
23 associations; otherwise, it is presumed that the proposals and/or plans are
24 acceptable. Prior to passage of any ordinance amending the Renewal Plan, two
25 public hearings, one before the Planning Commission and one before City
26 Council, must be held. The Brooklyn and Curtis Bay Coalition, Inc. and South
27 Baltimore Business [Alliance] ASSOCIATION, Inc., or [its] THEIR successors must
28 receive, at least 10 days prior to the hearing, written notice of the time and place
29 of the hearing. With respect to any land in the Project Area previously disposed
30 of by the City for use in accordance with the Renewal Plan, the then owner of the
31 land whose interests are materially affected by the changes must receive at least
32 10 days prior to the hearing written notice of the time and place of the hearing and
33 information as to where a copy of the proposed amendments may be inspected.

34 (11) On page 20 of the Plan, amend I. 1., 2., and 3. to read as follows:

35 I. Design Review and Approval

- 36
- 37 1. It is the responsibility of the Baltimore Development Corporation (BDC),
- 38 Department of Housing and Community Development ([HCD] DEPARTMENT),
- 39 and Department of Planning (Planning) to supervise that part of this Renewal
- 40 Plan dealing with design, code enforcement, and inspection. The Department
- 41 issues final approval for permits. Applications for permits are reviewed by
- 42 Planning for residential permits and [the Baltimore Development Corporation
- 43 ([BDC[])] for commercial permits. BDC's and the Department's inspectors

1 will determine if individual property owners are in compliance with the
2 RENEWAL Plan.

3 2. Designs for all improvements, modifications, repairs, rehabilitation or
4 painting affecting the exterior of the existing buildings, yards or show
5 windows, signs, and new construction must be submitted to [HCD] THE
6 DEPARTMENT, and written approval by [HCD] THE DEPARTMENT is required
7 before proceeding with the work.

8 3. [HCD] THE DEPARTMENT is concerned with all aspects of design affecting
9 exterior appearance, and in particular with the following:

10 (12) On page 29 of the Plan, amend Appendix A, i.(1) to read as follows:

11 i. Off-Street Loading, Storage, and Service

12 (1) Where permitted by the Zoning Code of Baltimore City, front, side or rear
13 yards may be used for loading, storage or service. In addition to any
14 requirements of the Zoning Code, these areas must be appropriately
15 screened/landscaped from all adjacent streets and properties. [(See
16 “Standards for Site Plans”, Section D.3.)]

17 (13) On page 31 of the Plan, in Appendix B, after I.A.7., insert

18 8. DEFECTIVE STRUCTURAL AND DECORATIVE ELEMENTS ON BUILDING WALLS
19 THAT FACE PRIMARY AND SIDE STREETS MUST BE REPAIRED SO THAT THEY
20 CLOSELY RESEMBLE THE ORIGINAL MATERIALS AND DESIGN OF THE BUILDING.
21 DAMAGED, SAGGING, OR OTHERWISE DETERIORATED STOREFRONTS, SHOW
22 WINDOWS, OR ENTRANCES MUST BE REPAIRED OR REPLACED.

23 and, on pages 31 and 32 of the Plan, delete “8”, “9”, “10”, “11”, and “12”,
24 respectively, and substitute “9”, “10”, “11”, “12”, and “13”, respectively.

25 (14) On page 32 of the Plan, amend Appendix B, II, A., to read as follows:

26 II. Compliance

27 A. These maintenance standards are enforced by the Department. Complaints
28 about violations of these standards may be made to the Department by any
29 individual or organization. Issues identified and complaints collected by the
30 Brooklyn [Business and Professional Association] AND CURTIS BAY
31 COALITION, INC., AND SOUTH BALTIMORE BUSINESS ASSOCIATION, INC., will
32 be coordinated and prioritized by [the Association] THESE GROUPS before they
33 are transmitted to the Department for enforcement.

34 **SECTION 2. AND BE IT FURTHER ORDAINED**, That the Urban Renewal Plan for the
35 Brooklyn-Curtis Bay Business Area, as amended by this Ordinance and identified as “Urban
36 Renewal Plan, Brooklyn-Curtis Bay Business Area, revised to include Amendment __, dated
37 December 29, 2004”, is approved. The Department of Planning shall file a copy of the amended
38 Urban Renewal Plan with the Department of Legislative Reference as a permanent public record,
39 available for public inspection and information.

1 **SECTION 3. AND BE IT FURTHER ORDAINED**, That Exhibit 1, “Land Use Plan”, Exhibit 2,
2 “Property Acquisition”, Exhibit 3, “Land Disposition”, and Exhibit 4, “Zoning Districts”, all
3 dated December 29, 2004, are amended to reflect the changes in the Renewal Plan.

4 **SECTION 4. AND BE IT FURTHER ORDAINED**, That if the amended Urban Renewal Plan
5 approved by this Ordinance in any way fails to meet the statutory requirements for the content of
6 a renewal plan or for the procedures for the preparation, adoption, and approval of a renewal
7 plan, those requirements are waived and the amended Urban Renewal Plan approved by this
8 Ordinance is exempted from them.

9 **SECTION 4. AND BE IT FURTHER ORDAINED**, That if any provision of this Ordinance or the
10 application of this Ordinance to any person or circumstance is held invalid for any reason, the
11 invalidity does not affect any other provision or any other application of this Ordinance, and for
12 this purpose the provisions of this Ordinance are declared severable.

13 **SECTION 5. AND BE IT FURTHER ORDAINED**, That if a provision of this Ordinance concerns
14 the same subject as a provision of any zoning, building, electrical, plumbing, health, fire, or
15 safety law or regulation, the applicable provisions shall be construed to give effect to each.
16 However, if the provisions are found to be in irreconcilable conflict, the one that establishes the
17 higher standard for the protection of the public health and safety prevails. If a provision of this
18 Ordinance is found to be in conflict with an existing provision of any other law or regulation that
19 establishes a lower standard for the protection of the public health and safety, the provision of
20 this Ordinance prevails and the other conflicting provision is repealed to the extent of the
21 conflict.

22 **SECTION 6. AND BE IT FURTHER ORDAINED**, That this Ordinance takes effect on the date it
23 is enacted.