

City of St. Petersburg
Committee of the Whole
Meeting of September 26, 2019 @ 2:00 p.m.
Sunshine Center - Auditorium

A. Call to Order – Council Chair Charlie Gerdes

B. Discussion Items:

a. Private Lateral Ordinance – *Derrill McAteer, Assistant City Attorney;*
John Palenchar, Director Water Resources

b. Tenant Bill of Rights discussion – *Bradley Tennant*

C. Next Meeting – Oct. 24, 2019 @ 1:30 p.m. - Sunshine Center Auditorium
Coastal High Hazard Areas
Nexus Study

D. Adjournment

Attachments:

- a. *Draft Private Lateral Ordinance*
- b. *Redline Draft Tenant Bill of Rights Ordinance*

**COMMITTEE OF THE WHOLE
PENDING/CONTINUING REFERRALS**

SEPTEMBER 26, 2019

Topic	Return Date	Date of Referral	Prior Meeting	Referred by	Staff	Notes
Private Lateral Ordinance	9/26/19			PSI	McAteer	
Tenant Bill of Rights	9/26/19	9/19/19		Council	Tenant	
Nexus Study	10/24/19	2/4/19		Administration	Gerdes	Moved from HLUT due to time sensitivity
Coastal High Hazard Areas	10/24/19	1/24/19	7/25/19	Staff	Abernethy	
St. Pete 2050	10/31/19			Administration	Abernethy	
Residential LDR Update	10/31/19			Administration	Abernethy	
Storefront Conservation Corridor	10/31/19	6/13/19		City Council	Abernethy Kilborn	
2020 Calendar Setting	12/12/19	Annual		City Council	Sheppard	
FY21 City Council Budget Priorities	1/23/20	Annual		Administration	Makofsky	
Facilities Maintenance Plan	TBD late 2019/early 2020	5/9/19		PSI	Gerdes	
Tropicana Field	TBD	2/17/19		Montanari	DeLisle	
Business Co-Op and Housing Co-Ops Grocery Co-Ops	TBD	1/17/19 8/1/19		BFT	Gerdes	1/10/19 BFT - CM Driscoll requested to Business Co-op to a COW 1/17/19 CC mtg - during BFT Report CM Gabbard req to add Housing CoOps 8/1/19 CC mtg CM Gabbard added Grocery Co-ops

ORDINANCE NO. __ (TITLE TENTATIVE)

AN ORDINANCE AMENDING CHAPTER 8, SECTIONS 8-63, 8-64, 8-145, 8-162, 8-163, 8-169 AND 8-204; ADDING A DEFINITION OF PRIVATE LATERAL CLEANOUT; ADDING A DEFINITION OF PRIVATE SEWER LATERAL OUTLINING THE RESPONSIBILITY FOR THE MAINTENANCE, REPAIR, REHABILITATION AND REPLACEMENT OF SAME; ADDING A DEFINITION OF INFLOW AND INFILTRATION; ADDING A DEFINITION FOR LICENSED PLUMBING CONTRACTOR; ADDING A DEFINITION OF ORANGEBURG PIPE; ADDING A DEFINITION OF PROPERTY TO SECTION 8-63; AMENDING LEGISLATIVE FINDINGS TO RECOGNIZE ENVIRONMENTAL HAZARDS INCLUDING DEFECTIVE PRIVATE SEWER LATERALS; ESTABLISHING THAT THE DEFINITION OF PROPERTY IN SECTION 8-145 INCLUDES PRIVATE SEWER AND OTHER RELATED INFRASTRUCTURE ON OR BENEATH THE SURFACE; CLARIFYING THE SCOPE OF BUILDING STRUCTURAL REQUIREMENTS FOR GENERAL HEALTH AND SAFETY; REQUIRING PRIVATE SEWER LATERALS TO BE IN GOOD WORKING ORDER; SETTING FORTH PROPERTY OWNER MAINTENANCE AND REPAIR RESPONSIBILITIES FOR DEFECTIVE PRIVATE SEWER LATERALS; SETTING FORTH CODE ENFORCEMENT PROCEDURES AND PENALTIES RELATED TO THE FAILURE TO ADDRESS PRIVATE LATERALS WHICH ARE DEFECTIVE; SETTING FORTH PROCEDURES TO ADDRESS CONDITIONS OF IMMEDIATE HAZARD TO HUMAN HEALTH; RETITLING A SECTION RELATED TO VERMIN CONTROL TO CLARIFY THE PURPOSE OF THE PROVISIONS THEREIN; PROVIDING FOR PENALTIES FOR NONCOMPLIANCE; PROVIDING FOR INTERNAL CONSISTENCY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is in the best interests of the environment and the residents of St. Petersburg that private sewer laterals are maintained in a state of good working order; and

WHEREAS, private sewer laterals belong to the property owner and are not City owned infrastructure but are connected to and have a significant influence on City owned infrastructure; and

WHEREAS a defective private sewer lateral can result in sanitary sewer overflows as well as inflow and infiltration which will increase the burden on the City's sewer collection system; and

WHEREAS, the City wishes to proactively reduce the amount of inflow and infiltration originating from defective private sewer laterals; and

WHEREAS, the Florida Department of Environmental Protection, as part of Consent Order (OGC Number) 1280, as amended, has mandated that the City pass an ordinance regarding the replacement of defective private sewer laterals that contribute inflow and infiltration to the City's wastewater collection systems.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Chapter 8, Article 3, Division 1, Subdivision 1, Section 8-63 of the St. Petersburg City Code, Definitions, is hereby amended in the correct alphabetical order to read as follows:

Cleanout means a segment of pipe connected to a sewer lateral and rising to the surface, providing access to the sewer lateral for purposes of inspection and cleaning.

Inflow and Infiltration (I&I) "Infiltration" occurs when groundwater enters a sewer system through broken pipes or defective pipe joints. "Inflow" is surface runoff that enters a sewer system through manhole covers, exposed broken pipe and defective pipe joints, cross connections between storm sewer and sanitary sewers, and illegal connection of roof leaders, cellar drains, yard drains, or catch basins.

Licensed Plumbing Contractor means a plumber licensed and insured in the State of Florida pursuant to Chapter 553 and Section 489.105, Florida Statutes.

Orangeburg pipe (also known as "fiber conduit", "bituminous fiber pipe" or "Bermico") is a coal tar or bitumen impregnated wood fiber pipe.

Private sewer lateral means that privately owned part of a drainage system which connects at the point sewage leaves a structure or building and carries sewage, excluding storm, surface and ground water, to a public sewage collection system.

Private sewer lateral maintenance means the routine flushing, rodding, and removal of grease, roots, and debris of a sewer line to maintain a free flowing condition.

Property means any real property, or portion thereof, located in the City, including buildings or structures and private sewer infrastructure situated on the surface or beneath the surface of the property, including the private sewer lateral.

Rehabilitation as applied to private sewer laterals means the lining of the complete length of the private sewer lateral with a cured-in-place liner to bring the private sewer lateral into compliance with this Chapter.

Repair means the replacement of existing work with the same kind of material used in the existing work, not including additional work that would change the structural safety of the building or that would affect or change required exit facilities, a vital element of elevator, plumbing, gas piping, wiring or heating installations, or that would be in violation of a provision of law, provision of this Code or other City ordinance. The term "repair" shall not apply to any change of construction. The term "repair" as applied to private sewer laterals means construction activities performed on a portion of the private sewer lateral to bring the private sewer lateral into compliance with this Article.

Replacement as applied to private sewer laterals means the installation of a complete new private sewer lateral.

SECTION 2. Chapter 8, Article 3, Division 1, Subdivision 1, Section 8-64, Legislative findings, of the St. Petersburg City Code is hereby amended to read as follows:

It is hereby found and declared that there exists in the City structures, including but not limited to buildings used for human habitation which are, or may become in the future, substandard with respect to structure, equipment or maintenance, and further, that such conditions, together with inadequate provision for light and air, insufficient protection against fire hazards, environmental hazards including but not limited to defective private sewer laterals and resulting sanitary sewer overflows (SSOs) which are illegal under the Clean Water Act as well as inflow and infiltration into the City's sewer collection system, lack of proper heating, unsanitary conditions and overcrowding constitute a menace to the health, safety, welfare and reasonable comfort of its citizens. It is further found and declared that the existence of such conditions, factors or characteristics will, if not remedied, create slum and blighted areas requiring large-scale clearance and environmental remediation, and further, that in the absence of corrective measures, such areas will experience a deterioration of basic sanitation, social values, a curtailment of investment and tax revenue and an impairment of economic values. It is further found and declared that the establishment of property maintenance standards are essential to the prevention of blight and decay, and the safeguarding of the environment as well as the public health, safety and welfare.

SECTION 3. Chapter 8, Article 3, Division 2, Subdivision 3, Section 8-145 of the St. Petersburg City Code, Definitions, is hereby amended in the correct alphabetical order to read as follows:

Property means any real property, or portion thereof, located in the City, including buildings or structures and private sewer infrastructure situated on the surface or beneath the surface of the property, including the private sewer lateral. For purposes of this subdivision only, property does not include property owned or subject to the control of the City or any of other governmental bodies, and does not include individual units in condominium ownership in accordance with F.S. Ch. 718, or other individual units in common-interest communities where all exterior elements and common areas are jointly owned and maintenance is the joint responsibility of a community association.

SECTION 4. Chapter 8, Article 3, Division 3, Subdivision 1, Section 8-162, of the St. Petersburg City Code, Scope of division, is hereby amended to read as follows:

(d) All ~~dwelling units~~, dwelling units or buildings, regardless of when constructed, shall comply with the following minimum standards which are found to be required for the public health and safety:

- (1) Sections 8-163, 8-164, 8-166, 8-167, 8-169; and
- (2) Section 8-165(1) and (4).

(e) All ~~dwelling units~~, dwelling units or buildings, lawfully constructed in accordance with the then applicable codes, may continue as lawful, notwithstanding the provisions of this subdivision, provided that they meet the requirements of subsection (d) of this section. This division shall not make lawful a dwelling unit which was constructed in violation of the minimum housing code at the time of construction, but, rather, shall allow lawfully constructed dwelling units to continue, to the extent herein provided.

(f) All ~~dwelling units~~, dwelling units or buildings, except as set forth in the foregoing subsection shall meet all requirements of this subdivision.

SECTION 5. Chapter 8, Article 3, Division 3, Subdivision 1, Section 8-163, of the St. Petersburg City Code, Plumbing Systems and Equipment, is hereby amended to read as follows:

(7) All private sewer laterals shall be in good working order and in compliance with the provisions of this Article.

SECTION 6. Chapter 8, Article 3, Division 3, Subdivision 1, Section 8-169 of the St. Petersburg City Code, Maintenance, is hereby amended to read as follows:

(d) No person shall occupy, let to another for occupancy, or allow another to occupy any dwelling unit, ~~or~~ rooming unit or building which does not comply with the following requirements:

(7) Private sewer laterals connecting a building or structure to a City sewer collection system shall be maintained by the property owner in good working order. Property owners are responsible for the maintenance of private sewer laterals and the repair, rehabilitation or replacement of private sewer laterals located within their property boundary.

a. *Defective private laterals.* A private sewer lateral is not in good working order and shall be deemed defective for purposes of this Article if the following conditions exist upon inspection by a licensed plumbing contractor:

i. evidence of pipe or joint cracks or deterioration;

ii. root intrusion into a pipe that separates a pipe joint or enlarges an existing crack;

iii. a misaligned pipe segment, sag, or lack of positive gradient;

iv. a lack of a necessary cleanout cap or manhole cover;

v. a downspout, drain, defective cleanout or other connection that allows storm water or other extraneous water to enter the sanitary sewer collection system; or

vi. a flaw or active leak that allows the discharge of sewage on the property or the introduction of extraneous water into the sanitary sewer collection system.

b. *Private lateral inspection.* Private sewer laterals must be inspected by a licensed plumbing contractor and repaired, rehabilitated or replaced by a licensed plumbing contractor or the property owner at the expense of the property owner if it is determined through the observance of open and obvious conditions by City staff that the private sewer lateral is defective. If it is found that a property owner knew or should have known of a defective private sewer lateral after January 1, 2021 and did not contact the City Water Resources Department to report the conditions indicating a defective lateral or, after a City inspection confirming conditions indicating a defective lateral, the property owner did not engage a licensed plumbing contractor to inspect the private sewer lateral and, if required as a result of the inspection report, independently initiate the repair, rehabilitation and replacement of the lateral or engage a licensed plumbing contractor to do the same, the property owner shall be in violation of this Article.

All inspections pursuant to this section concerning a private lateral constructed of orangeburg pipe must be recorded by a licensed plumbing contractor. A closed circuit television (CCTV) camera or other video recording technology is required with proper lighting such that the condition of the full length of an orangeburg pipe lateral surface can be inspected and recorded. Only orangeburg pipe private sewer laterals shall require video inspection and recording. All private sewer

lateral inspections shall include a report summarizing conditions found in the lateral and the date of delivery to the property owner. The property owner or licensed plumbing contractor shall submit a copy of the report, and video recording if applicable, to the City's Water Resources Department. The City Water Resources Department shall then review the inspection report and video, and may take any necessary steps to verify their authenticity if such investigation is deemed necessary by the City.

c. Time to cure defective private lateral. A property owner shall have 180 days from receipt of an inspection report verifying the existence of a defective private sewer lateral to return the lateral to good working order. The licensed plumbing contractor or the property owner shall perform the required work on the private sewer lateral. The party performing the work is responsible for obtaining all necessary permits prior to commencing work. The City shall inspect the repair, rehabilitation or replacement of the private lateral upon completion of the work. In the event the work required to return the private sewer lateral to good working order cannot be completed within 180 days, the licensed plumbing contractor or property owner may request a time extension of 60 days from the City, stating good cause. The property owner or licensed plumbing contractor must apply to the City Water Resources Department for the extension on or before 30 days from the expiration of the original 180 day cure period. If good cause is not found by the City or a time extension is not otherwise granted by the City and the lateral is not repaired, rehabilitated, or replaced as required pursuant to the inspection report, the owner shall be subject to the penalties stated in this Article.

d. Failure to cure defective private lateral. A property owner found in violation of this Article as a result of a defective private sewer lateral who failed to repair, rehabilitate or replace the lateral in a manner sufficient to return it to good working order within 180 days (including any extension of time granted by the City) of verification of defects in the lateral by a licensed plumbing contractor or who is otherwise found to have failed to report open and obvious conditions indicating a defective lateral to the City shall receive a notice of violation under this Chapter and the matter shall be heard before the City Code Enforcement Board. If the Code Enforcement Board determines a violation exists, the board shall assess a daily fine accruing from the expiration of the 180 day cure period, if applicable, and any applicable extensions.

e. Emergency conditions unfit for human habitation. The presence of any sewage on the surface as the result of a defective private sewer lateral or conditions indicating a defective lateral which result in the attraction of flies, vermin or other unsanitary conditions hazardous to human health shall mandate the repair of the private lateral within ten (10) days and, if deemed necessary by the Pinellas County Health Department, vacation of the

property, building or dwelling until the private sewer lateral is repaired or replaced and the hazardous conditions cease.

SECTION 7. Chapter 8, Article 3, Division 3, Subdivision 1, Subsection 8-204 of the St. Petersburg City Code, Maintenance of premises by occupant, is hereby amended and retitled to read as follows:

Section 8-204: ~~Maintenance of premises by occupant.~~ Prevention of rodent infestation.

The owners and occupants of all structures and lands shall maintain the premises in a rat free condition.

SECTION 8. Coding. As used in this ordinance, language appearing in struck through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. The City intends that the provisions of this ordinance shall be made a part of the St. Petersburg City Code and that sections and subsections of the City Code may be renumbered or relettered in order to accomplish such intentions.

SECTION 9. Severability. The provisions of this ordinance shall be deemed severable. If any provision of this ordinance is determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 10. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney or Designee

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**AN ORDINANCE OF THE CITY OF ST.PETERSBURG
AMENDING CHAPTER 20 OF THE CITY CODE TO CREATE A
NEW ARTICLE VII. TENANT BILL OF RIGHTS; PROVIDING
AUTHORITY; PROVIDING APPLICABILITY; PROVIDING
DEFINITIONS; PROVIDING A SCHEDULE OF VIOLATIONS
AND PENALTIES; AND PROVIDING AN EFFECTIVE DATE.**

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION ONE. Chapter 20 of the St. Petersburg City Code is hereby amended to add a new Article VII to read as follows:

Article VII. ~~HOUSING-TENANT~~ BILL OF RIGHTS

Section 20-300 – Authority

This Article has been enacted pursuant to the Home Rule powers of the City and authority of F.S. Ch. 162, Pt. II.

Section 20-301. Applicability; non-applicability

Unless specifically enumerated, the provisions of this Article shall apply to all residential rental units, except those rental units governed exclusively by F.S. Ch. 723.

Section 20-302. Findings

The City Council hereby makes the following findings:

- (a) Housing is an essential component of individual and community well-being, yet over 6,000 Pinellas County residents were without a home in 2018.
- (b) Rental units are an important part of the City's available housing stock and renting continues to grow in popularity among City residents.
- ~~(c) Renters' source of income is not explicitly protected under the Fair Housing Act, which can lead to landlord denials of Housing Choice Vouchers, and limited housing options for low-income residents.~~
- ~~(c)~~ (c) Protecting renters from eviction, discrimination, and unreasonable late fees is important to the City's social, economic, and environmental well-being.

Section 20-303. Definitions

For the purpose of this Article only, the following words shall have the following meanings:

Discriminatory Classification means a classification based in part or in whole on race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, ~~or~~ veteran or service member status~~s~~, ~~or lawful source of income.~~

Housing means all residential units.

Landlord means a person or entity who owns a Rental Unit, enters into a Rental Agreement with a Renter, or is a “Landlord”, as defined in Florida Statute § 83.43, as amended from time to time.

Late Fee means a charge of any kind, levied against a Renter, associated with the time or date on which a Renter pays their Rent, pursuant to a Rental Agreement.

Rent means consideration given in exchange for any non-permanent possession of a Rental Unit, or is “Rent”, as defined in Florida Statute § 83.43, as amended from time to time.

Renters means those who occupy a residential property, which they do not own, in exchange for consideration and by virtue of an agreement with the owner of such residential property, or are a “Tenant” as defined in Florida Statute § 83.43, as amended from time to time.

Rental Unit means a residential housing unit that is occupied by a Renter, or is a “Dwelling Unit”, as defined in Florida Statute § 83.43, as amended from time to time.

Rental Agreement means an agreement, either written or oral, by which a Renter is entitled to possess a Rental Units in exchange for consideration, or is a “Rental Agreement”, as defined in Florida Statute § 83.43, as amended from time to time.

Section 20-310. Discrimination in Housing

(a) This section is meant to embody the policies set forth in Titles II, III, and VII of the Federal Civil Rights Act of 1964, as amended, and Title VIII of the Federal Civil Rights Act of 1968, as amended, for the purpose of preventing discrimination against all individuals within the City in the procurement, acquisition, possession of, and dispossession of Rental Units, due to the use of Discriminatory Classifications, and thereby to promote the interests, rights, and privileges of individuals within the City.

(b) It shall be unlawful for any person, including but not limited to; any owner, lessee, lessor, sublessee, sublessor, assignee, assignor, manager, real estate broker, ~~salesperson~~, condominium association, homeowners' association, cooperative association, or any representative of any of the foregoing:

(1) To refuse to ~~sell or~~ rent after the making of a bona fide offer, to refuse to negotiate for the ~~sale or~~ rental of, or otherwise to make unavailable or deny, a Rental Unit~~dwelling~~ to any person because of a Discriminatory Classification.

(2) To discriminate against any person in the terms, conditions, or privileges of the ~~sale or~~ rental of a ~~dwelling~~Rental Unit, or in the provision of services or facilities in connection therewith, because of a Discriminatory Classification.

(3) To represent to any person because of a Discriminatory Classification that any dwelling is not available for inspection, ~~sale,~~ or rental when such ~~dwelling~~Rental Unit is in fact so available.

(4) To make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the ~~sale or~~ rental of a ~~dwelling~~Rental Unit that indicates any preference, limitation, or discrimination based on a Discriminatory Classification, or an intention to make any such preference, limitation, or discrimination.

(5) To induce or attempt to induce, for profit, any person to ~~sell or~~ rent any ~~dwelling~~Rental Unit by a representation regarding the entry or prospective entry into the neighborhood of a person or persons distinguished by a Discriminatory Classification.

(c) Violations of this section of the St. Petersburg City Code shall be punishable by a fine of \$500 for a first offense and any subsequent offenses.

(d) Additionally, the City may refer ~~all~~ reported violations to any local, state, or federal authority. Investigation and enforcement by the City may occur concurrently with any investigation and enforcement actions by local, state, or federal authorities.-

Section 20-320. Notice of Late Fees

(a) The City Council hereby makes the following specific findings:

(1) The need for housing is particularly acute for those at or below 120% of area median income.

(2) Certain provisions in Rental Agreements exist or may exist that are found to be unfair to Renters, or may contribute to economic and social unrest.

(3) Though reasonable late fees may be an important aspect of Rental Agreements, it is essential that Renters understand and know when they incur these fees.

(4) Because late fees may potentially impact the consideration given in Rental Agreements, the imposition of late fees may also impact when a Renter may be evicted.

(5) When Renters become homeless, the burden on the City to provide services to those individuals becomes significantly greater.

(b) It shall be unlawful for a Landlord to assess a Late Fee against a Renter without providing written notice to the Renter(s), against whom the Late Fee is assessed, for each Late Fee assessed.

(c) This written notice shall be separate from any notice requirements provided for in a Rental Agreement and shall be required each time a new Late Fee is assessed.

(d) A written notice, for purposes of this section, shall include:

(1) A statement informing the Renter that:

(i) A Late Fee has been incurred;

(ii) The justification for the Late Fee;

(iii) The amount of the Late Fee which is due at the time of the notice, and if Late Fees will continue to accrue, a statement explaining the rate ~~at~~ which such fees will continue to accrue; and

(iv) A reference to the language in the applicable Rental Agreement which establishes the amount in which Late Fees are determined.

(2) A written notice, for purposes of this section, may be delivered:

(i) In an email to an email address provided by a Renter on a Rental Agreement or subsequent written agreement for receiving notices;

(ii) On paper, and delivered via certified mail to an address provided by a Renter on a Rental Agreement; or

(iii) On paper, and posted securely on the front door of the Rental Unit subject to the Late Fee.

(3) There shall be a rebuttable presumption that a Landlord has complied with this section if the Landlord can produce one of the following, which was sent or posted on the day the late fee was assessed:

(i) A copy of an email, with the required information set forth above, sent to an email address for the Renter that is provided for as a contact method in that Renter's written Rental Agreement or subsequent written agreement; or

(ii) A copy of a written and dated letter, with the required information set forth above, and either: (1) a dated certification from the USPS of delivery of the letter to an address for the Renter that is provided for as a contact method in that Renter's written Rental Agreement, or (2) a time-stamped photograph of the letter clearly posted on the front door of the Rental Unit subject to the Late Fee.

Violations of this section of the St. Petersburg City Code shall be punishable by a fine of \$300 for a first offense, and \$500 for each subsequent offense.

SECTION TWO. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

SECTION THREE. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)