

1 [Administrative Code - Amending Regulation of Short-Term Residential Rentals]

2

3 **Draft Ordinance amending the Administrative Code to limit short-term rental of a**  
4 **Residential Unit to no more than 90 days per calendar year; to permit Hosting**  
5 **Platforms to advertise only those Residential Units that remain in good standing on the**  
6 **Short Term Rental Registry; to require Hosting Platforms to provide monthly data to**  
7 **the Planning Department on the number of nights Residential Units were occupied as**  
8 **Short-Term Residential Rentals; to prohibit all Short-Term rentals in RH-1(D) Districts;**  
9 **and affirming the Planning Department’s determination under the California**  
10 **Environmental Quality Act.**

11 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
12 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
13 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
14 **Board amendment additions** are in double-underlined Arial font.  
15 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
16 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
17 subsections or parts of tables.

18 Section 1. Environmental Findings. The Planning Department has determined that the  
19 actions contemplated in this ordinance comply with the California Environmental Quality Act  
20 (California Public Resources Code Sections 21000 et seq.). Said determination is on file with  
21 the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is incorporated herein  
22 by reference. The Board affirms this determination.

23 Section 2. The Administrative Code is hereby amended by revising Sections 41A.4  
24 and 41A.5, to read as follows:  
25

1           **SEC. 41A.4. DEFINITIONS.**

2           Whenever used in this Chapter 41A, the following words and phrases shall have the  
3 definitions provided in this Section:

4                   **Business Entity.** A corporation, partnership, or other legal entity that is not a  
5 natural person that owns or leases one or more residential units.

6                   **Complaint.** A complaint submitted to the Department alleging a violation of this  
7 Chapter 41A and that includes the Residential Unit’s address, including unit number, date(s)  
8 and nature of alleged violation(s), and any available contact information for the Owner and/or  
9 resident of the Residential Unit at issue.

10                   **Conversion or Convert.** A change of use from Residential Use to Tourist or  
11 Transient Use, including, but not limited to, renting a Residential Unit as a Tourist or Transient  
12 Use.

13                   **Department.** The Planning Department.

14                   **Director.** The Director of the Planning Department.

15                   **Hosting Platform.** A person or entity that provides a means through which an  
16 Owner may offer a Residential Unit for Tourist or Transient Use. This service is usually,  
17 though not necessarily, provided through an online platform and generally allows an Owner to  
18 advertise the Residential Unit through a website provided by the Hosting Platform and  
19 provides a means for potential tourist or transient users to arrange Tourist or Transient Use  
20 and payment, whether the tourist or transient pays rent directly to the Owner or to the Hosting  
21 Platform.

22                   **Interested Party.** A Permanent Resident of the building or a Permanent Resident  
23 or owner residing within 100 feet, in which the Tourist or Transient Use is alleged to occur, any  
24 homeowner association associated with the Residential Unit in which the Tourist or Transient  
25 Use is alleged to occur, ~~the Owner of the Residential Unit in which the Tourist or Transient Use is~~

1 ~~alleged to occur~~, the City and County of San Francisco, or any non-profit organization exempt  
2 from taxation pursuant to Title 26, Section 501 of the United States Code, which has the  
3 preservation or improvement of housing as a stated purpose in its articles of incorporation or  
4 bylaws.

5 **Owner.** Owner includes any person who is the owner of record of the real  
6 property. As used in this Chapter 41A, the term “Owner” includes a lessee where the lessee  
7 is offering a Residential Unit for Tourist or Transient use.

8 **Permanent Resident.** A person who occupies a Residential Unit for at least 60  
9 consecutive days with intent to establish that unit as his or her primary residence. A  
10 Permanent Resident may be an owner or a lessee.

11 **Primary Residence.** The Permanent Resident’s usual place of return for  
12 housing as documented by at least two of the following: motor vehicle registration; driver’s  
13 license; voter registration; tax documents showing the Residential Unit as the Permanent  
14 Resident’s residence for the purposes of a home owner’s tax exemption; or a utility bill. A  
15 person may have only one Primary Residence.

16 **Residential Unit.** Room or rooms, including a condominium or a room or  
17 dwelling unit that forms part of a tenancy-in-common arrangement, in any building, or portion  
18 thereof, which is designed, built, rented, leased, let or hired out to be occupied for Residential  
19 Use-as defined in the San Francisco Housing Code.

20 **Residential Use.** Any use for occupancy of a Residential Unit by a Permanent  
21 Resident.

22 **Short-Term Residential Rental.** A Tourist or Transient Use where all of the  
23 following conditions are met:

- 24 (a) the Residential Unit is offered for Tourist or Transient Use by the  
25 Permanent Resident of the Residential Unit;

- 1 (b) the Permanent Resident is a natural person;
- 2 (c) the Permanent Resident has registered the Residential Unit and  
3 maintains good standing on the Department’s Short-Term Residential Rental Registry; and
- 4 (d) the Residential Unit: is not subject to the Inclusionary Affordable Housing  
5 Program set forth in Planning Code Section 415 et seq.; is not a residential hotel unit subject  
6 to the provisions of Chapter 41, unless such unit has been issued a Permit to Convert under  
7 Section 41.12; is not otherwise a designated as a below market rate or income-restricted  
8 Residential Unit under City, state, or federal law; has not been the subject of an eviction  
9 pursuant to the Ellis Act and Administrative Code Section 37.9(a)(13) within the five year  
10 period prior to applying for the Registry if such eviction occurred after November 1, 2014; and  
11 no other requirement of federal or state law, this Municipal Code, or any other applicable law  
12 or regulation prohibits the permanent resident from subleasing, renting, or otherwise allowing  
13 Short-Term Residential Rental of the Residential Unit.

14 **Short-Term Residential Rental Registry or Registry.** A database of  
15 information maintained by the Department that includes information regarding Permanent  
16 Residents who are permitted to offer Residential Units for Short-Term Residential Rental.  
17 Only one Permanent Resident per Residential Unit may be included on the Registry at any  
18 given time. The Registry shall be available for public review to the extent required by law,  
19 except that, to the extent permitted by law, the Department shall redact any pPermanent  
20 rResident names from the records available for public review.

21 **Tourist or Transient Use.** Any use of a Residential Unit for occupancy for less than a  
22 30-day term of tenancy, or occupancy for less than 30 days of a Residential Unit leased or  
23 owned by a Business Entity, whether on a short-term or long-term basis, including any  
24 occupancy by employees or guests of a Business Entity for less than 30 days where payment  
25 for the Residential Unit is contracted for or paid by the Business Entity.

1  
2           **SEC. 41A.5. UNLAWFUL CONVERSION; REMEDIES.**

3           (a)    **Unlawful Actions.** Except as set forth in subsection 41A.5(g), it shall be  
4 unlawful for

- 5                   (1)    any Owner to offer a Residential Unit for rent for Tourist or Transient Use;  
6                   (2)    any Owner to offer a Residential Unit for rent to a Business Entity that will  
7 allow the use of a Residential Unit for Tourist or Transient Use; or  
8                   (3)    any Business Entity to allow the use of a Residential Unit for Tourist or  
9 Transient Use.

10           (b)   **Records Required.** The Owner and Business Entity, if any, shall retain and  
11 make available to the Department records to demonstrate compliance with this Chapter 41A  
12 upon written request as provided herein. Any Permanent Resident offering his or her Primary  
13 Residence as a Short-Term Residential Rental shall retain and make available to the  
14 Department records to demonstrate compliance with this Chapter 41A, including but not  
15 limited to records demonstrating Primary Residency, the number of days per calendar year he  
16 or she has occupied the Residential Unit, and the number of days per calendar year, with  
17 dates and the duration of each stay, the Residential Unit has been rented for Short-Term  
18 Residential Rental Use.

19           (c)   **Determination of Violation.** Upon the filing of a written Complaint that an  
20 Owner or Business Entity has engaged in an alleged unlawful Conversion or that a Hosting  
21 Platform is not complying with the requirements of subsection (g)(4)(A), (C), or (D), the  
22 Director shall take reasonable steps necessary to determine the validity of the Complaint. The  
23 Director may independently determine whether an Owner or Business Entity may be renting a  
24 Residential Unit for Tourist or Transient Use in violation of this Chapter 41A or whether a  
25 Hosting Platform has failed to comply with the requirements of subsection (g)(4)(A), (C), or

1 (D). To determine if there is a violation of this Chapter 41A, the Director may initiate an  
2 investigation of the subject property or Hosting Platform's allegedly unlawful activities. This  
3 investigation may include, but is not limited to, an inspection of the subject property and/or a  
4 request for any pertinent information from the Owner, Business Entity, or Hosting Platform,  
5 such as leases, business records, or other documents. The Director shall have discretion to  
6 determine whether there is a potential violation of this Chapter 41A and whether to conduct an  
7 administrative review hearing as set forth below. Notwithstanding any other provision of this  
8 Chapter 41A, any alleged violation related to failure to comply with the requirements of the  
9 Business and Tax Regulations Code shall be enforced by the Treasurer/Tax Collector under  
10 the provisions of that Code.

11 (d) **Civil Action.**

12 (1) The City may institute civil proceedings for injunctive and monetary relief,  
13 including civil penalties, against an Owner, Business Entity, or Hosting Platform for violations of this  
14 Chapter 41A at any time. Following the filing of a Complaint and the determination of a violation by  
15 the Director through an administrative review hearing as set forth in this Chapter 41A, any other  
16 Interested Party may institute civil proceedings for injunctive and monetary relief against an Owner or  
17 Business Entity.

18 (2) Notwithstanding subsection (d)(1), an Interested Party may institute a civil  
19 action against the Owner or Business Entity for injunctive and monetary relief, including actual and  
20 special damages. An Interested Party may institute a civil action under this subsection (d)(2) only if:

- 21 (A) The Interested Party has filed a Complaint with the Department;
- 22 (B) 60 days have passed since the filing of the Complaint;
- 23 (C) After such 60-day period has passed, the Interested Party has provided  
24 30 days' written notice to the Department and the City Attorney's Office of its intent to initiate civil  
25 proceedings; and

1                    (D)    The City has not initiated civil proceedings by the end of that 30-day  
2 period.

3                    (3)    If the City or an Interested Party is the prevailing party in any civil action under  
4 this subsection(d), an Owner or Business Entity in violation of this Chapter may be liable for civil  
5 penalties of not less than \$250 per day per violation and not more than \$1,000 per day per violation for  
6 the period of the unlawful activity. If the City is the prevailing party in any civil action under this  
7 subsection(d), a Hosting Platform in violation of subsection (g)(4)(A), (C), or (D) may be liable for  
8 civil penalties of not less than \$250 per day per violation and not more than \$1,000 per day per  
9 violation for the period of the unlawful activity. If the City or any other Interested Party is the  
10 prevailing party, the City or the Interested Party shall be entitled to the costs of enforcing this Chapter  
11 41A, including reasonable attorneys' fees-pursuant to an order of the Court. Any monetary award  
12 obtained by the City and County of San Francisco in such a civil action shall be deposited in the  
13 Department to be used for enforcement of Chapter 41A. The Department, through the use of these  
14 funds, shall reimburse City departments and agencies, including the City Attorney's Office, for all costs  
15 and fees incurred in the enforcement of this Chapter 41A.

16                    (e)    **Criminal Penalties.** Any Owner or Business Entity who rents a Residential Unit  
17 for Tourist or Transient Use in violation of this Chapter 41A without correcting or remedying  
18 the violation as provided for in subsection 41A.6(b)(7) shall be guilty of a misdemeanor. Any  
19 person convicted of a misdemeanor hereunder shall be punishable by a fine of not more than  
20 \$1,000 or by imprisonment in the County Jail for a period of not more than six months, or by  
21 both. Each Residential Unit rented for Tourist or Transient Use shall constitute a separate  
22 offense.

23                    (f)    **Method of Enforcement, Director.** The Director shall have the authority to  
24 enforce this Chapter against violations thereof by any or all of the means provided for in this  
25 Chapter 41A.

1 (g) **Exception for Short-Term Residential Rental.**

2 (1) Notwithstanding the restrictions set forth in this Section 41A.5, a  
3 Permanent Resident may offer his or her Primary Residence as a Short-Term Residential  
4 Rental if:

5 (A) The Residential Unit is rented for Tourist or Transient Use for no more than  
6 90 days during any calendar year;

7 (B) The Permanent Resident maintains records for two years  
8 demonstrating compliance with this Chapter, including but not limited to information  
9 demonstrating Primary Residency, the number of days per calendar year he or she has  
10 occupied the Residential Unit, the number of days per calendar year the Residential Unit has  
11 been rented as a Short-Term Residential Rental, and compliance with the insurance  
12 requirement in Subsection (D). These records shall be made available to the Department  
13 upon request;

14 (C) The Permanent Resident complies with any and all applicable  
15 provisions of state and federal law and the San Francisco Municipal Code, including but not  
16 limited to the requirements of the Business and Tax Regulations Code by, among any other  
17 applicable requirements, collecting and remitting all required transient occupancy taxes, and  
18 the occupancy requirements of the Housing Code;

19 (D) The Permanent Resident maintains liability insurance appropriate  
20 to cover the Short-Term Residential Rental Use in the aggregate of not less than \$500,000 or  
21 conducts each Short-Term Residential Rental transaction through a Hosting Platform that  
22 provides equal or greater coverage. Such coverage shall defend and indemnify the Owner(s),  
23 as named additional insured, and any tenant(s) in the building for their bodily injury and  
24 property damage arising from the Short-Term Residential Use;

25



1 (E) The Residential Unit is registered on the Short-Term Residential  
2 Rental Registry

3 (F) The Permanent Resident includes the Department-issued  
4 registration number on any Hosting Platform listing or other listing offering the Residential Unit  
5 for use as a Short-Term Residential Rental;

6 (G) For units subject to the rent control provisions of Section 37.3, the  
7 Permanent Resident complies with the initial rent limitation for subtenants and charges no  
8 more rent than the rent the Permanent Resident is paying to any landlord per month; and

9 (H) The Permanent Resident can demonstrate to the satisfaction of  
10 the Department that the Residential Unit and the property on which it is located is not subject  
11 to any outstanding Building, Electrical, Plumbing, Mechanical, Fire, Health, Housing, Police, or  
12 Planning Code enforcement, including any notices of violation, notices to cure, orders of  
13 abatement, cease and desist orders, or correction notices. The Department shall not include a  
14 property that is subject to any such outstanding violations in the Registry. If such a violation  
15 occurs once a Residential Unit has been included in the Registry, the Department shall  
16 suspend the Residential Unit's registration and registration number until the violation has been  
17 cured.

18 (2) Additional Requirements.

19 (A) Offering a Residential Unit for Short-Term Residential Rental,  
20 including but not limited to advertising the Residential Unit's availability, while not maintaining  
21 good standing on the Registry shall constitute an unlawful conversion in violation of this  
22 Chapter 41A and shall subject the person or entity offering the unit in such a manner to the  
23 administrative penalties and enforcement procedures, including civil penalties, of this Chapter.

24 (B) Only one Permanent Resident may be associated with a  
25 Residential Unit on the Registry, and it shall be unlawful for any other person, even if that

1 person meets the qualifications of a “Permanent Resident”, to offer a Residential Unit for  
2 Short-Term Residential Rental.

3 (C) A Permanent Resident offering a Residential Unit for Short-Term  
4 Residential Rental shall maintain a valid business registration certificate.

5 (D) A Permanent Resident offering a Residential Unit for Short-Term  
6 Residential Rental shall post a clearly printed sign inside his or her Residential Unit on the  
7 inside of the front door that provides information regarding the location of all fire extinguishers  
8 in the unit and building, gas shut off valves, fire exits, and pull fire alarms.

9 (E) Short-Term Residential Rentals are prohibited in RH-1(D) Districts.

10 (3) Short-Term Residential Rental Registry Applications, Fee, and Reporting  
11 Requirement.

12 (A) Application. Registration shall be for a two-year term, which may  
13 be renewed by the Permanent Resident by filing a completed renewal application. Initial and  
14 renewal applications shall be in a form prescribed by the Department. The Department shall  
15 determine, in its sole discretion, the completeness of an application. Upon receipt of a  
16 complete initial application, the Department shall send mailed notice to the owner of record of  
17 the Residential Unit, informing the owner that an application to the Registry for the unit has  
18 been received. ~~If the Residential Unit is in a RH-1(D) zoning district, the Department shall also send~~  
19 ~~mailed notice to any directly associated homeowner association that has previously requested such~~  
20 ~~notice.~~

21 Both the initial application and any renewal application shall contain information  
22 sufficient to show that the Residential Unit is the Primary Residence of the applicant, that the  
23 applicant is the unit’s Permanent Resident, and that the applicant has the required insurance  
24 coverage and business registration certificate. In addition to the information set forth here, the  
25 Department may require any other additional information necessary to show the Permanent

1 Resident's compliance with this Chapter 41A. Primary Residency shall be established by  
2 showing the Residential Unit is listed as the applicant's residence on at least two of the  
3 following: motor vehicle registration; driver's license; voter registration; tax documents  
4 showing the Residential Unit as the Permanent Resident's Primary Residence for home  
5 owner's tax exemption purposes or utility bill. A renewal application shall contain sufficient  
6 information to show that the applicant is the Permanent Resident and has occupied the unit  
7 for at least 275 days of each of the two preceding calendar years. Upon the Department's  
8 determination that an application is complete, the unit shall be entered into the Short-Term  
9 Residential Rental Registry and assigned an individual registration number.

10 (B) Fee. The fee for the initial application and for each renewal shall  
11 be \$50, payable to the Director. The application fee shall be due at the time of application.  
12 Beginning with fiscal year 2014-2015, fees set forth in this Section may be adjusted each  
13 year, without further action by the Board of Supervisors, as set forth in this Section. Within six  
14 months of the operative date of this ordinance and after holding a duly noticed informational  
15 hearing at the Planning Commission, the Director shall report to the Controller the revenues  
16 generated by the fees for the prior fiscal year and the prior fiscal year's costs of establishing  
17 and maintaining the registry and enforcing the requirements of this Chapter 41A, as well as  
18 any other information that the Controller determines appropriate to the performance of the  
19 duties set forth in this Chapter. After the hearing by the Planning Commission, but not later  
20 than August 1, 2015, the Controller shall determine whether the current fees have produced  
21 or are projected to produce revenues sufficient to support the costs of establishing and  
22 maintaining the registry, enforcing the requirements of this Chapter 41A and any other  
23 services set forth in this Chapter and that the fees will not produce revenue that is significantly  
24 more than the costs of providing such services. The Controller shall, if necessary, adjust the  
25 fees upward or downward for the upcoming fiscal year as appropriate to ensure that the

1 program recovers the costs of operation without producing revenue that is significantly more  
2 than such costs. The adjusted rates shall become operative on July 1.

3 (C) Reporting Requirement. To maintain good standing on the  
4 Registry, the Permanent Resident shall submit a report to the Department on January 1 of  
5 each year regarding the number of days the Residential Unit or any portion thereof has been  
6 rented as a Short-Term Residential Rental since either initial registration or the last report,  
7 whichever is more recent, and any additional information the Department may require to  
8 demonstrate compliance with this Chapter 41A.

9 (454) Requirements for Hosting Platforms.

10 (A) Notice to Users of Hosting Platform. All Hosting Platforms shall  
11 provide the following information in a notice to any user listing a Residential Unit located  
12 within the City and County of San Francisco through the Hosting Platform's service. The  
13 notice shall be provided prior to the user listing the Residential Unit and shall include the  
14 following information: that Administrative Code Chapters 37 and 41A regulate Short-Term  
15 Rental of Residential Units; the requirements for Permanent Residency and registration of the  
16 unit with the Department; and the transient occupancy tax obligations to the City.

17 (B) A Hosting Platform shall comply with the requirements of the  
18 Business and Tax Regulations Code by, among any other applicable requirements, collecting  
19 and remitting all required Transient Occupancy Taxes, and this provision shall not relieve a  
20 Hosting Platform of liability related to an occupant's, resident's, Business Entity's, or Owner's  
21 failure to comply with the requirements of the Business and Tax Regulations Code. A Hosting  
22 Platform shall maintain a record demonstrating that the taxes have been remitted to the Tax  
23 Collector and shall make this record available to the Tax Collector upon request.

24 (C) A Hosting Platform shall only be permitted to offer Residential Units that  
25 maintain good standing on the Department's Short-Term Residential Rental Registry.

1                                    (D) For each Short-Term Residential Rental offer, the Hosting  
2 Platform shall report monthly to the Planning Department the number of nights the Residential Unit  
3 was occupied as a Short-Term Residential Rental.

4                                    (E) Any violation of a Hosting Platform’s responsibilities under  
5 subsection (g)(5)(A),(C) or (D) shall subject the Hosting Platform to the administrative  
6 penalties and enforcement provisions of this Chapter, including but not limited to payment of  
7 civil penalties of up to \$1,000 per day for the period of the failure to comply, with the exception  
8 that any violation related to failure to comply with the requirements of the Business and Tax  
9 Regulations Code shall be enforced by the Treasurer/Tax Collector under that Code.

10                                    (5) The exception set forth in this subsection (g) provides an exception only  
11 to the requirements of this Chapter 41A. It does not confer a right to lease, sublease, or  
12 otherwise offer a residential unit for Short-Term Residential Use where such use is not  
13 otherwise allowed by law, a homeowners association agreement or requirements, any  
14 applicable covenant, condition, and restriction, a rental agreement, or any other restriction,  
15 requirement, or enforceable agreement. All Owners and residents are required to comply with  
16 the requirements of Administrative Code Chapter 37, the Residential Rent Stabilization and  
17 Arbitration Ordinance, including but not limited to the requirements of Section 37.3(c).

18                                    (6) Department Contact Person. The Department shall designate a contact  
19 person for members of the public who wish to file Complaints under this Chapter or who  
20 otherwise seek information regarding this Chapter or Short-Term Residential Rentals. This  
21 contact person shall also provide information to the public upon request regarding quality of  
22 life issues, including for example noise violations, vandalism, or illegal dumping, and shall  
23 direct the member of the public and/or forward any such Complaints to the appropriate City  
24 department.

1           (7) Notwithstanding any other provision of this Chapter, nothing in this  
2 Chapter shall relieve an individual, Business Entity, or Hosting Platform of the obligations  
3 imposed by any and all applicable provisions of state law and the San Francisco Municipal  
4 Code including but not limited to those obligations imposed by the Business and Tax  
5 Regulations Code. Further, nothing in this Chapter shall be construed to limit any remedies  
6 available under any and all applicable provisions of state law and the San Francisco Municipal  
7 Code including but not limited to the Business and Tax Regulations Code.

8           (8) Annual Department Reporting Requirement. Within one year of the  
9 effective date of this ordinance and annually thereafter, the Department shall provide a report  
10 to the Board of Supervisors regarding the Department’s administration and enforcement of the  
11 Short-Term Residential Rental program. The study shall make recommendations regarding  
12 proposed amendments to this Chapter 41A necessary to reduce any adverse effects of the  
13 Short-Term Residential Rental program.

14           Section 4. Other Uncodified Provisions.

15           (a) Effective Date. This ordinance shall become effective 30 days after enactment.  
16 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance  
17 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of  
18 Supervisors overrides the Mayor’s veto of the ordinance.

19           (b) Undertaking for the General Welfare. In enacting and implementing this  
20 ordinance, the City is assuming an undertaking only to promote the general welfare. It is not  
21 assuming, nor is it imposing on its officers and employees, an obligation for breach of which it  
22 would be liable in money damages to any person who claims that such breach proximately  
23 caused injury.

1 (c) No Conflict with State or Federal Law. Nothing in this ordinance shall be  
2 interpreted or applied so as to create any requirement, power, or duty in conflict with any  
3 State or federal law.

4 (d) Severability. If any of section, subsection, sentence, clause, phrase or word of  
5 this ordinance is for any reason held to be invalid or unconstitutional by a decision of any  
6 court of competent jurisdiction, such decision shall not affect the validity of the remaining  
7 portions of the ordinance. The Board of Supervisors hereby declares that it would have  
8 passed this ordinance and each and every section, subsection, sentence, clause, phrase, and  
9 word not declared invalid or unconstitutional without regard to whether any other portion of  
10 this ordinance would be subsequently declared invalid or unconstitutional.

11 (e) Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
12 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
13 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
14 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment  
15 additions, and Board amendment deletions in accordance with the "Note" that appears under  
16 the official title of the ordinance.