BURBANK CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, OCTOBER 28, 2025
4:00 p.m. – Open Session (Council Presentation/Recognitions only)
5:00 p.m. – Closed Session
6:00 p.m. – Open Session
Council Chamber
275 E. Olive Avenue, Second Floor

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that a Regular City Council Meeting will be held in the Council Chamber – 275 East Olive Avenue, Second Floor, on Tuesday, October 28, 2025, at 4:00 p.m., to discuss matters on the attached agenda.

Members of the public have the option to participate in the meeting via in-person and/or telephonically for Closed Session, General Public Comment, Public Hearings, and Study Sessions. They may also submit their written comments regarding City business using the eComment feature on the City website, or by emailing the City Council directly at citycouncil@burbankca.gov.

Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). For more information, please contact the ADA Coordinator at (818) 238-5051.

Interpretation Requests:
If you would like to participate in Public Comments and require an interpreter, please telephone the City Clerk's Office at (818) 238-5851 at least 48 hours in advance of the meeting.

Si desea participar en los comentarios públicos y necesita un intérprete, por favor llame a la Oficina de la Secretaria Municipal al (818) 238-5851 al menos 48 horas antes de la reunión.

Եթե ցանկանում եք մասնակցել հանրային մեկնաբանություններին և թարգմանիչ եք պահանջում, խնդրում ենք զանգահարել քաղաքապետարանի գրասենյակ՝ (818) 238-5851 հեռախոսահամարով հանդիպումից 48 ժամ առաջ:

How to View the Meeting:
Local Cable: Spectrum Channel 6 or AT&T Uverse Channel 99.
YouTube Live Streaming Channel: Click here.
City Website Live Streaming: Click here.

Public Comment Options:
1. To speak during Closed Session Public Comment, General Public Comment, Public Hearing Public Comment, and Study Session Public Comment periods during the meeting, members of the public may speak in-person in the Council Chamber or call (818) 238-3335. Speaker time limits will be determined by the Presiding Officer, depending on how many public comment cards are received and how many callers are in the queue at the commencement of each public comment period (as shown below). Additional public comment cards and calls will not be accepted once the public comment period commences.
    - 1 – 20 Total Speakers – 3 minutes each
    - 21 – 39 Total Speakers – 2 minutes each
    - 40+ Total Speakers – 1 minute each

2. The Reports to Council Public Comment periods are only accepted in person – public comment cards must be submitted before the public comment period begins for each report to Council. Speaker time limits will be determined by the Presiding Officer depending on how many public

comment cards have been received at the commencement of each public comment period (as shown below). Additional public comment cards will not be accepted once the public comment period commences.

- 1 – 20 Total Speakers – 3 minutes each
- 21 – 39 Total Speakers – 2 minutes each
- 40+ Total Speakers – 1 minute each

3. eComment will remain open until 3:00 p.m. the day of the meeting.

4. Email the City Council directly citycouncil@burbankca.gov
   Emails received on or before 3:00 p.m. on City Council Meeting Day will be distributed to the City Council in advance of the meeting. Any correspondence received after this time will be distributed the following business day.

5. The Presiding Officer has the discretion to reduce speaking time for each speaker in order to ensure that City business can be completed at a reasonable hour.

Public Disclosure:
Please be advised that any communication submitted to the City of Burbank, its officials, staff or City consultants, may be considered a public record under the Brown Act and California Public Records Act. This means that any information contained in the communication, including personal information, may be subject to public disclosure. The City reserves the right to disclose such information in accordance with the law.

This agenda contains a summary of each item of business which the City Council may discuss or act on at this meeting. The agenda packet consisting of the staff reports and all other documentation relating to each item on this agenda will be posted on the City's website at www.burbankca.gov. Any writings or documents provided to the City Council regarding any item on this agenda subsequent to distribution of the agenda packet will be posted on the City's website at www.burbankca.gov. If you have a question about any matter on the agenda, please call the Office of the City Clerk at (818) 238-5851. The Council Chamber is disabled accessible. Auxiliary aids and services are available for individuals with speech, vision, or hearing impairments (48-hour notice is required). Please contact the ADA Coordinator at (818) 238-5051 with questions or concerns.

A. **Council Presentations/Recognitions:** (The Mayor will make presentations to various groups/persons)

1. Presentation of a Proclamation Declaring November 10-15, 2025, as “Law Enforcement Records and Support Personnel Appreciation Week – City Council

2. Recognition of Burbank’s 2025 Firefighter of the Year, Police Officer of the Year, and Employee of the Year – City Council

3. Recognition of City of Burbank Employees with 20 or More Years of Service – City Council

B. **Public Comment**: (On Closed Session items only) To Comment, please telephone into the meeting at (818) 238-3335, or to speak in person a **PINK** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

C. **Closed Session in City Hall First Floor Conference Room**:
1. Conference with Legal Counsel - Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Amanda Hillis v. West Coast Customs International LLC, et al
   c. Case No.: 25NNCV03269

d. Brief description and nature of case: Personal Injury

2. Conference with Legal Counsel - Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Name of Case: Marine Bezhanyan v. City of Burbank
   c. Case No.: 25STCP03832
   d. Brief description and nature of case: Civil Rights

D. **Call to Order**: 6:00 p.m.

E. **Moment of Reflection**:

F. **Flag Salute**:

G. **Roll Call**:

H. **Announcements**: (The Mayor will make announcements on various topics in addition to any listed)

I. **City Manager Report**: (Updates on Notable Events, if any)

J. **Reporting on Closed Session**: (The City Attorney will report the Closed Session items and report out actions taken)

K. **General Public Comment**: (On any matter concerning City business and/or any agenda items.) To Comment, please telephone into the meeting at (818) 238-3335 or to speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

L. **Council, City Manager, and/or City Attorney Comment**: (Responses to General Public Comment, if any, shall be brief and in accordance with the Ralph M. Brown Act)

M. **Consent Calendar:** (Items on the Consent Calendar are generally routine matters and should be adopted by one motion without an oral report)

1. Adoption of an Ordinance to Adopt by Reference the 2025 California Building Standards Codes and Related Codes Enforced by the City – Community Development Department

   Recommendation:
   Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE, CALIFORNIA WILDLAND-URBAN INTERFACE, CITY OF BURBANK LOCAL AMENDMENTS, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, AND AMENDING PORTIONS OF TITLE 9 OF THE BURBANK MUNICIPAL CODE.

   MOTION: Adopted 4-0-1 (Anthony, Abstain) (Ordinance No. 25-4,034)

   Attachments:
   SR - Adoption of Building Standards Codes
   Att1 - Ordinance
   Ordinance No. 25-4,034

2. Adoption of a Resolution Approving a Cooperative Agreement with Vincor Construction, Inc. for the Fire Station 11 Kitchen Modernization Project – Public Works Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH VINCOR CONSTRUCTION, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE FIRE STATION 11 KITCHEN MODERNIZATION PROJECT.

MOTION: Adopted 5-0 (Resolution No. 25-29,661)

Attachments:
SR - Agreement with Vincor Construction Inc.
Att1 - Resolution
Att2 - Sourcewell Contract Amendment
Att3 - Work Order and Scope Line Item
Resolution No. 25-29,661

3. Adoption of a Resolution Approving a Cooperative Agreement between the State of California Department of Transportation and City of Burbank for the Interstate 5 Freeway Traffic Detour – Public Works Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BURBANK AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INTERSTATE 5 FREEWAY TRAFFIC DETOUR.

MOTION: Adopted 5-0 (Resolution No. 25-29,662)

Attachments:
SR - Caltrans Cooperative Agreement
Att1 - Resolution
Att2 - Project Site Map
Att3 - Cooperative Agreement
Resolution No. 25-29,662

4. Adoption of a Resolution Approving the Agreement for Maintenance of Traffic Signals in the City of Glendale between the City of Burbank and the City of Glendale – Public Works Department

Recommendation:
Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE AGREEMENT FOR THE MAINTENANCE OF TRAFFIC SIGNALS IN THE CITY OF GLENDALE BETWEEN THE CITY OF BURBANK AND THE CITY OF GLENDALE.

MOTION: Adopted 5-0 (Resolution No. 25-29,663)

Attachments:
SR - Agreement with City of Glendale
Att1 - Resolution
Att2 - Agreement for Maintenance of Traffic Signals
Resolution No. 25-29,663

N. **Reports to Council:** (Items listed under this section will have an oral report provided)

1. Update on the City's Housing Enforcement Unit and Related Programs; and Discuss Possible Updates to Burbank's Tenant Protection Ordinance – Community Development Department

   Recommendation:
   Provide direction on existing or future efforts and/or strategies related to tenant protections in the City of Burbank.

   Public Comment: To speak in person, a **YELLOW** Public Comment Card must be completed and presented to the City Clerk prior to the comment period.

   Council Action: Provided direction 4-0 (Rizzotti, Recuse)

   Attachments:
   SR - Housing Enforcement Unit Update
   Att1 - Community Outreach Results SR
   Att2 - Current Tenant Protection Ordinance
   Att3 - HEU & LTC Cases
   Att4 - Expanding Relocation Assistance Payments for Qualified Tenants
   Att5 - Ending Renovation Evictions
   Att6 - Extend Just Cause Protections to All Rental Type
   Att7 - Data Program
   Att8 - Local Rent Cap including a Soft Rent Cap Option
   PowerPoint Presentation

O. **Council Comments**: (Including reporting on Council committee assignments, attendance at conferences, regional meetings, and community events)

P. **Consideration of Previously Introduced Additional Agenda Items:** (Council Members may briefly discuss future agenda item requests)

1. Council Member Mullins' request for a report on SB 79, including details regarding quarter mile specification from Bus Rapid Transit, high density buildings, cost of housing element/specific plans, and overall expected impact of SB 79 in the City of Burbank.

2. Mayor Perez's request for a first step report on directing staff to negotiate a community work force agreement with the LA/OC Building Trades.

Q. **Introduction of Additional Agenda Items**: (Council Members may request future agenda items)

R. **Adjournment**: To Tuesday, November 18, 2025, for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: October 28, 2025

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
Danny Alvarez, Fire Chief
VIA: Mario Osuna, Assistant Community Development Director
James Moye, Fire Battalion Chief
BY: Russell Freesland, Plan Check Manager

SUBJECT: Adoption of an Ordinance to Adopt by Reference the 2025 California Building Standards Codes and Related Codes Enforced by the City

RECOMMENDATION

Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE, CALIFORNIA WILDLAND-URBAN INTERFACE, CITY OF BURBANK LOCAL AMENDMENTS, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, AND AMENDING PORTIONS OF TITLE 9 OF THE BURBANK MUNICIPAL CODE (Attachment 1).

SUMMARY

The above-entitled Ordinance was introduced at a City Council Joint Meeting with the Parking Authority and Police Commission on October 14, 2025. Council Members Mullins, Rizzoti, Vice-Mayor Takahashi, and Mayor Perez were present. Council Member Anthony was absent from the presentation.
Vote at Introduction:

AYES: Mullins, Rizzotti, Takahashi, and Perez.
NOES: None.
ABSENT: Anthony.

This Ordinance is now presented for adoption.

ENVIRONMENTAL REVIEW

The code adoption is determined to be categorically exempt under § 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines in that it can be seen with certainty that there is no possibility the proposed project would have a significant effect on the environment.

FISCAL IMPACT

None.

ATTACHMENT

Attachment 1 – Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE, CALIFORNIA WILDLAND-URBAN INTERFACE, CITY OF BURBANK LOCAL AMENDMENTS, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO, AND AMENDING PORTIONS OF TITLE 9 OF THE BURBANK MUNICIPAL CODE

City Attorney's Synopsis

This Ordinance amends portions of Title 9, Chapters 1 and 2, of the Burbank Municipal Code to adopt by reference the 2025 California Building Standards Code and other related codes, all of which are mentioned in the title. The Ordinance further sets forth local amendments to certain statewide building standards. Through the adoption of Resolution No. 25-29,660, the Council made express findings and determinations that certain amendments to those statewide standards are reasonably necessary due to local climatic, geological, topographical, or environmental conditions. Additional modifications provide for certain administrative amendments. This Ordinance has been found to be exempt under Section 15061(b)(3) of the California Environmental Quality Act Guidelines in that it can be seen with certainty that there is no possibility the proposed ordinance would have a significant effect on the environment.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. The California Building Standards Code is updated by the California Building Standards Commission approximately every three years based upon published model codes specified in the California Health and Safety Code.

B. The California Building Standards Commission published the 2025 California Building Standards Code on July 1, 2025, and it will go into effect January 1, 2026.

C. California Health and Safety Code sections 17922 and 17958 require local entities to adopt by reference the California Building Standards Code as set forth in Title 24 of the California Code of Regulations.

D. Pursuant to Health and Safety Code sections 17958 and 17958.5, cities and counties will automatically be subject to the California Building Standards Code unless they adopt amendments to it and make specific findings that such amendments are reasonably necessary because of climatic, geologic, topographical, or environmental conditions in their local areas.

E. The City has previously adopted by reference portions of prior editions of the California Building Standards Code and International Property Maintenance Code, with local amendments, additions, and deletions thereto. The City desires to reaffirm, as provided in Title 9 of the Burbank Municipal Code, that it has adopted by reference the most current versions of the California Building Standards Code and International Property Maintenance Code and is not subject to the provisions of the 2025 California Building Standards Code where such provisions are modified specifically to address local conditions in the City of Burbank.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

Section 1. **Incorporation of Findings.** The City Council of the City of Burbank hereby finds that the above findings are true and correct and are hereby incorporated by reference.

Section 2. **Amendment to B.M.C. Title 9, Chapter 1.** Chapter 1 (Building) of Title 9 (Building Regulations) of the Burbank Municipal Code is hereby repealed, provided however that such repeal shall not affect or excuse any violations of said Chapter occurring prior to the effective date of this Ordinance. A new Chapter 1 of Title 9 of the Burbank Municipal Code is hereby added to read as follows:

"CHAPTER 1. BUILDING AND FIRE"

Article 1. BUILDING ADMINISTRATIVE STANDARDS

DIVISION 1. CITY OF BURBANK ADMINISTRATIVE STANDARDS

9-1-1-101: GENERAL
The provisions of this Article, including Division 1 (City of Burbank Administrative Code) and Division 2 (California Administrative Code), shall apply to all Articles within Chapter 1, Title 9 of the Burbank Municipal Code.

A. Title: This Chapter shall be known as the "City of Burbank Building Code." In this Chapter where the phrase "Building Code" or "CBC" appears, such phrase shall be construed to refer to the most recent edition of the California Building Standards Code, which includes the California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Wildland-Urban Interface Code, California Historical Building Code, California Fire Code, California Existing Building Code, California Green Building Standards Code, and California Referenced Standards Code, as more fully described in and adopted in this Chapter.

B. Scope: This Article shall serve as the administrative, organizational and enforcement rules and regulations for the technical codes and other building, property, health and safety regulations within this title which regulates site preparation, construction, alteration, relocation, enlargement, replacement, repair, equipment, use and

occupancy, location, maintenance, grading, removal and demolition of buildings or structures or any appurtenances connected or attached to such buildings and structures. This article shall be referred to as the "City of Burbank Building Administrative Standards" or the "Building Administrative Code".

Except as changed or modified in this Chapter, the building standards which are published in the California Building Standards Code are applicable to all occupancies and uses within the City. Amendments to the building standards contained in the codes published by the model code organizations (ICC, IAPMO, and NFPA) by California state agencies, are applicable only to those occupancies or uses which the state agency making the amendment is authorized to regulate.

C. Intent: The purpose of this Chapter is to provide minimum standards to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, accessibility, sustainability, resiliency, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

Certain changes and modifications have been made during the City's adoption of the California Building Standards Code because of specific local conditions. The provisions of this Chapter are intended to confer a benefit on the community as a whole and are not intended to establish a duty-of-care toward any particular person.

This Chapter shall not be construed to hold the City of Burbank or any officer, employee or agent thereof responsible for any damage to persons or property by reason of any inspection authorized herein or by reason of the issuance or non-issuance of any permit authorized herein, and/or for any action or omission in connection with the application and/or enforcement of this Chapter. By adopting the provisions of this Chapter, the City does not intend to impose on itself, its employees or agents any mandatory duties-of-care toward persons and property within its jurisdiction so as to provide a basis of civil liability for damages.

This section is declaratory of existing law and is not to be construed as suggesting that such was not the purpose and intent of previous code adoptions.

D. Numbering. In order to provide consistency between this Chapter and the provisions of the California Building Standards Code, the section, subsection, and paragraph numbers or designations of the California Building Standards Code and its parts shall be retained in this Chapter to the extent applicable, and shall be preceded by a prefix referring to Title 9, Chapter 1, and the relevant Article number of the Burbank Municipal Code, followed by the Part number of the California Building Standards Code.

E. Inspection: Copies of codes adopted by reference throughout this Chapter are on file in the office of the Building and Safety Division and are available for public inspection.

9-1-1-102: DEFINITIONS.
For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in this section.

Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

BUILDING OFFICIAL**:** The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. “Building Official” shall be synonymous with the term “Assistant Community Development Director/Building Official” or “Building Director” of the City.

BUILDING SERVICE EQUIPMENT: Refers to plumbing, mechanical, electrical and elevator equipment, devices and installations including, but not limited to, piping, conduits, raceways, conductors, and fixtures which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting and transportation facilities essential to the occupancy of the building or structure for its designated use. This term shall include "system service equipment".

FIRE OFFICIAL: The officer of other designated authority charged with the administration and enforcement of the Fire Code, or a regularly authorized deputy. Used herein, the term Fire Chief, or his or her designee, shall be construed to mean the fire official. Whenever the term or title "fire official" or other similar designation is used herein, it shall be construed to mean the fire official designated by the Council of the City of Burbank, as applicable in enforcing the administrative code as it pertains to the California Fire Code.

JURISDICTION: As used in this code, is the City of Burbank, California.

RESPONSIBLE PERSON: Includes all persons, whether as owners, lessees, occupants or others, who allow, cause, create, maintain, suffer, or permit a violation of the Burbank Municipal Code to exist or continue, by any act or the omission of any act or duty.

SUCCESSFUL INSPECTION: A required inspection (as set forth in Section 9-1-1-110 of this Chapter) in which work inspected was determined by the Building Official or designee thereof to meet all applicable minimum code requirements and the inspection was approved and documented as successful by the Building and Safety Division.

TECHNICAL CODES: Refer to those codes adopted by the City of Burbank containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures and building service equipment as herein defined.

VALUATION OR VALUE: As applied to improvements a building and its building service equipment, shall be the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs. Valuation or value, as applied to building permit fees, shall mean the estimated fair market value of the cost of all construction work for which the permit is issued as determined by the Building Official. To determine the valuation, the Building Official may use the most current building valuation table published by the International Code Council, the mean of three (3) responsible bids from properly licensed contractors or any other commonly accepted method to estimate construction costs. Soft cost including design services shall not be incorporated unless a design-build project approach is used.

9-1-1-103: ORGANIZATION AND ENFORCEMENT

A. The Building and Safety Division is hereby established in the City of Burbank as the building, code enforcement, and licensing division under the administrative and operational control of the Building Official.

B. Building Official: Whenever the term or title "building administration manager", "code enforcement manager", "building inspection manager", "plan check manager", "responsible official", or other similar designation is used herein or in any of the technical codes, it shall be construed to mean the Building Official designated by the Community Development Director.

C. Fire Official: Whenever the term or title "Building Official" or other similar designation is used herein, it shall be construed to mean the Fire Official as applicable in enforcing the California Fire Code and local amendments thereto.

9-1-1-104: DUTIES AND POWERS OF THE BUILDING OFFICIAL

The building official shall have the following powers and duties, in addition to those powers and duties outlined in the CBC:

A. Emergency Powers:

1. Where the Building Official determines that an imminent life safety hazard exists in a building or with regard to a structure or premises, that requires immediate containment, correction or elimination, or other actions to protect public health and welfare, the Building Official or his/her designee may exercise any or all of the following powers in accordance with the provisions of the Burbank Municipal Code and applicable statues, codes and laws.

    a. Order the immediate vacation of all persons and prohibit the occupancy, reentry, or use of the premises until the hazard has been fully abated and all repairs and other corrective actions have been completed with all required permits and inspection approvals.
    b. Post the premises as unsafe, substandard or dangerous, and regulate or condition entries thereon by all persons until an order to vacate and/or an order to not enter is rescinded in writing.

c. Order or conduct the boarding, fencing or securing of the building, structure, or the premises.
d. Order or conduct the razing and grading of any portion of the building, structure, or site that involves the imminent life safety hazard to prevent further collapse in order to protect public health, safety and welfare.
e. Order or make emergency repairs or undertake other actions as necessary to eliminate, correct, or contain any imminent life safety hazard.
f. Cause any water, electrical, gas, mechanical, plumbing, or other system connections or installations that are, or could possibly be, affected by the hazard, or that could contribute to the hazard, to be disconnected or otherwise rendered inoperative.
g. Take any other action as appropriate under the circumstances.

2. The Building Official or his/her designee shall comply with the following provisions when exercising emergency powers:

a. In determining the existence of an imminent life safety hazard, the Building Official or his/her designee shall conduct a personal inspection of the hazard and issue a brief written report identifying the nature, scope and condition of the hazard.
b. The Building Official or his/her designee shall give notice, setting forth the imminent life safety hazard found, to the owner, occupant, other responsible person or authorized representative of the building, structure or site upon which the hazardous condition exists. If the Building Official or his designee determines that, under the circumstances, notice cannot first be given or it is impractical to do so because of the nature of the hazard, emergency powers may be exercised without prior notice.
c. The nature and scope of emergency powers to contain, eliminate, or correct the imminent life safety hazard level, or to protect public health, safety and welfare shall be determined by the Building Official or his designee.

3. The Building Official or his/her designee may, notwithstanding the exercise of any emergency powers, alternatively or concurrently exercise any remedy to address violations of this title.

4. In any undertaking by the City to address or abate an emergency situation or imminent life safety hazard where the City expends funds in the undertaking of such abatement, the owner of a building, structure or property shall pay for the costs associated with the abatement.

5. Appeal from the Exercise of Emergency Powers: An owner or occupant of a premises that is subject to the Building Official’s actions under this section may appeal the Building Official's exercise of emergency powers or payment of abatement fees in accordance with the procedures set forth in Section 9-1-1-113 in the Burbank Municipal Code. A timely appeal shall not stay the effectiveness of an issued order to vacate and/or an order to not enter.

6. Violation: It shall be unlawful and a violation of this code for any person to fail to comply with an order to vacate and/or an order to not enter issued under this section.

9-1-1-105: PERMITS.
In addition to the provisions of Section 105 of Part 2 of the California Building Standards Code, the following provisions shall apply to work conducted pursuant to this Chapter.

A. Sandblasting: No person shall engage in any sandblasting on the inside or outside of any building or structure within the City without first making application, paying fees, and obtaining a permit from the Building Official. The sandblasting operation shall at all times be protected and separated from any adjoining property by canvas or other suitable barriers sufficient to prevent splashing or blowing of water or sand, or both. Failure to comply with any provision of this code shall be cause for the immediate revocation of any permit and the immediate stoppage of the sandblasting on any job.

1. Dry Sandblasting**.** Dry sandblasting is prohibited unless authorized by special permission of the Building Official endorsed upon the permit. Permission for dry sandblasting shall be granted only when it is not possible to employ wet sandblasting. When dry sandblasting is permitted, the Building Official may impose such conditions as he may deem necessary for the protection of the public and adjacent property.
2. Use of Canvas. Sandblasting operations shall at all times be separated from adjacent property by canvas or other suitable barrier to prevent the splashing or blowing of water or sand thereupon.
3. Stoppage of Work. The Building Official may order the immediate stoppage of sandblasting for failure to comply with any provision of this article. Disobedience of such order shall constitute a misdemeanor.
4. Pollution and Discharge Runoff. Sandblasting operations shall comply with the requirements of Title 9, Chapter 3, Article 4, Standard Urban Storm Water and Urban Runoff Management Programs, of this code.

B. Minor Repairs: Application or notice to the Building Official is not required for minor repairs, such as to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load bearing support, or the removal, obstruction or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

C. Demolition of Buildings and Structures: It shall be unlawful for any person to demolish any building or structure, or portion thereof, within the City without first obtaining a

permit from the Building Official. The amount of the fee for the permit shall be established by City fee resolution.

1. The permittee shall comply with the following requirements before a permit to perform demolition may be issued under this section:
   a. A construction fence shall be installed to screen the site from view on public property, if required by the Building Official. The composition, location and effectiveness of the proposed fence for screening purposes shall meet the approval of Building Official, which shall be confirmed in writing.
   b. Water service shall be maintained on the site for the duration of the demolition project and for any subsequent development or improvements on the subject property.
   c. When required by other provisions of this code, bonds and insurance shall be posted with the City.
   d. All utility companies shall be notified in writing by the owner of the property of the intention to demolish the building or structure.
   e. A permit shall be obtained to remove and fill any basement, pool, sump, or other depression in the surface of the lot or parcel of land.
   f. A permit shall be obtained to cap the sewer and any drains connecting to the building or structure. The sewer and drains shall be capped at the property line unless otherwise approved by the Building Official in writing. The sewer caps shall be inspected and approved by the Building Official.
   g. The building shall be inspected by qualified individuals for the presence of asbestos or other hazardous materials. If the building is found to contain asbestos or hazardous materials, the building owner or his representative shall submit a letter to the Building Official so stating. If the building is found to contain asbestos, then an asbestos abatement permit shall be obtained from the department upon submittal by the applicant of all necessary documentation as required by Rule 1403 of the South Coast Air Quality Management District. Demolition permits shall not be issued prior to submittal of an asbestos abatement completion certificate by qualified contractors and full abatement of other hazardous materials.
   h. The building shall be inspected for rats and rodent infestation and a report from qualified individuals that are acceptable to the Building Official shall be submitted attesting that the building is free of any rats or rodents prior to issuance of the demolition permit. If the building is found to be infested, then proper eradication measures by qualified individuals shall be implemented and a report attesting to the eradication of the rodent infestation shall be submitted prior to issuance of the demolition permit.
   i. A list of building addresses to be demolished with square footage and occupancy and use type.
   j. Confirmation of an approved haul route of vehicles associated with the demolition procedures.
   k. Any work related to the public right-of-way or streets shall first obtain approval from the Burbank Department of Public Works.
   l. Best Management Practice and Storm Water Pollution Prevention Plan measures shall be incorporated into the site during and following demolition.

m. A sign posted on site with contact information for the owner and project manager.
n. A schedule of the demolition with specific execution measures.
o. An onsite pre-construction meeting with City inspection staff and the demolition contractor.

2. Before a demolition permit shall receive final inspection approval and before the pertinent bonds are released, the following requirements shall be met:

a. All concrete, weeds, debris, stones, or other loose material shall be removed from the lot or parcel of land.
b. All basements, pools, tanks, sumps, or other subterranean structures shall be removed and backfilled and the lot properly graded.
c. The fence, when required by the Building Official, is installed and inspected.

3. Completion of Demolition: The demolition activities authorized by a demolition permit issued for a project required by this section shall be commenced within one hundred eighty (180) days of permit issuance, and thereafter shall be diligently pursued to completion, otherwise the demolition permit shall be null and void, and of no further effect whatsoever.

4. Performance Bond: When a building is to be demolished, the permittee may be required to post a bond in compliance with the provisions of the Burbank Municipal Code as security for restoration of the site, or completion of the demolition. The amount of the bond shall be in an amount, as determined by the Building Official, which is sufficient to complete the demolition, or restore the site.

D. Responsible Person or Contractor of Record: When required by the Building Official, the contractor of record or a representative responsible person shall be present at the construction site at all times during the construction process. That person shall have the authority to address the concerns of neighboring property residents or occupants regarding the particular construction project. The names and telephone numbers of the contractor of record or the responsible person shall be conspicuously displayed at the construction site in a manner satisfactory to the Building Official.

E. Notice of Demolition/Construction: The property owner or the owner's representative shall post at the construction site a notice of intent to do grading, construction or demolition that is readily visible at least ten (10) days prior to issuance of permit whenever the Building Official determines that the grading, demolition, or construction work will have a significant impact on the surrounding properties.

F. Construction Parking and Hauling Restrictions: No hauling or construction related parking shall be permitted on a public street except as otherwise approved by the Building Official and City engineer, provided that the work described in an application for a permit, and the plans, specifications and other data filed therewith, conform to the requirements of this code, the technical codes and other pertinent laws and

ordinances, and that all applicable fees specified by the City's Fee Resolution have been paid. All hauling related to construction shall not be commenced without hauling permits from the City.

9-1-1-105.2: WORK EXEMPT FROM PERMIT:

Any exemption from a permit requirement as allowed by this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the building standards codes, zoning code, or any other laws or ordinances of this jurisdiction. Note: Exempt one-story, detached accessory buildings used as tool and storage sheds, playhouses and similar uses not exceeding 120 square feet shall not contain any heating, plumbing, or electrical installations or be used for the storage of any hazardous materials.

9-1-1-105.5.1: PERMIT EXPIRATION:

A. Expiration of Permit: A permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void unless work authorized by such permit is commenced within one hundred eighty (180) calendar days from the issuance date of such permit. However, a permit for residential occupancies shall expire 365 days from the date of application as stated in AB 2913 (Wood).

B. Expiration of Permit for Unlawful Structure: Notwithstanding any provision of this subsection or any other provision of this chapter, if a building permit was issued in order to bring an unpermitted structure or other unlawful, substandard, or hazardous condition into compliance with any applicable law, or ordinance, such permit shall expire by limitation and become null and void ninety (90) calendar days after the date on which the permit was issued. The Building Official may extend the validity of the permit for a period not exceeding ninety (90) calendar days beyond the initial ninety (90) day limit upon written request by the applicant filed with the Building Official prior to the expiration date of the original permit.

9-1-1-105.8: TO WHOM A PERMIT MAY BE ISSUED:

A. Issuance to State Licensees.
No permit shall be issued to any person doing any work regulated by the California Building Code except to a person holding a valid, unexpired and unrevoked State license to do such work.

B. Issuance to Owners.
Any permit required by this article may be issued to any person to do any construction or work regulated by the California Building Code in the event that such person is a bona fide owner of such property provided that the work is limited to:
1. A single-family dwelling of wood frame construction not more than two stories and basement in height.
2. Multiple dwellings containing no more than four dwelling units of wood frame construction not more than two stories in height. However, this shall not be construed as allowing an unlicensed person to construct multiple clusters of up to four dwelling units each to form apartment or condominium complexes where the total exceeds four units on any lawfully divided lot.

3. Garages or other structures appurtenant to buildings described under subdivision (1) of wood frame construction not more than two stories and basement in height.
4. Nonstructural or non-seismic alterations or additions.

9-1-1-105.9: APPEALS

Appeals of the Building Official's decision to suspend or revoke any permit issued under this Code may be appealed within 60 days of the date of mailing notice of such suspension or revocation as stated in Section 9-1-1-113 of this Chapter.

9-1-1-105.10: CONSTRUCTION HOURS:

The following construction hours shall apply to all construction, alteration, movement, enlargement, replacement, repair, equipment, maintenance, removal and demolition work regulated by this code:

Construction Hours:

Monday - Friday 7:00 a.m. to 7:00 p.m.
Saturday 8:00 a.m. to 5:00 p.m.
Sunday and City Holidays None

EXCEPTIONS:

1. Single-family residential owner-builder permits when work is performed solely by the owner and family members:
   Monday - Friday 7:00 a.m. to 7:00 p.m.
   Saturday 8:00 a.m. to 5:00 p.m.
   Sunday and City Holidays 8:00 a.m. to 5:00 p.m. for interior work only.
2. Where work must be performed in an emergency situation, as defined in Section 9-3-204 of the Burbank Municipal Code.
3. The Community Development Director may grant exceptions wherever there are practical difficulties involved in carrying out the provisions of this section or other specific onsite activity warrants unique consideration.
4. The Planning Board or City Council may grant exceptions pursuant to land use entitlements.

9-1-1-107: SUBMITTAL DOCUMENTS

A. Setback Certification Required:

A California State licensed surveyor is required to certify the location and setbacks of all new construction prior to the first foundation inspection. A copy of the certification shall be available to the Building and Safety Division inspector for the job file prior to the first inspection.

EXCEPTION: Wherever there are practical difficulties involved in carrying out the provisions of this section, the Building Official shall have the authority to grant modifications for individual cases.

B. Construction Means and Method Plan:

1. When required by the City of Burbank, a construction means and method plan shall be provided to the Building Official. The construction means and method plan required by this code shall provide the following information:
   a. A detailed description of the construction process, organized sequentially;
   b. An explanation of the impact that this construction will have on the adjacent properties, the immediate surrounding neighborhood and the community;
   c. A description of the construction mitigation measures that the owner will implement to minimize the impacts of noise, dust, vibrations, utility shutoffs, and other construction impacts on adjacent properties and the immediate surrounding neighborhood.

2. Compliance with Required Means and Method Plan:
   a. General: No person shall erect, construct, enlarge, alter, repair, move, improve, remove, sandblast or convert the use of any building, structure or building service equipment regulated by this code without complying with all conditions of any required construction means and methods plan.
   b. Owner's Responsibility: The property owner shall remain responsible for any violation of the construction means and method plan regardless of the responsibility of any other person for the violation or any contract or agreement the owner entered into with a third party concerning the owner's property or the construction that necessitated the preparation of the means and method plan.

9-1-1-107.3.1: APPROVAL OF CONSTRUCTION DOCUMENTS:
Section 107.3.1 of Chapter 1, Part 2, of the CBC is amended and restated as follows, and shall apply to all Articles in this Chapter:

> "**107.3.1 Approval of construction documents.** When the Building Official issues a permit the construction documents shall be approved, in writing or by stamp as "APPROVED". One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.
>
> Such approved plans and specifications shall not be changed, modified or altered without authorization from the Building Official, and all work regulated by this code shall be done in accordance with the plans marked "APPROVED"."

9-1-1-109: FEES.
In addition to the provisions of Section 109 of Part 2 of the California Building Standards Code, the following provisions shall apply to work conducted pursuant to this Chapter.

A. Fees associated with any action taken or required pursuant to this Chapter shall be assessed in accordance with the provisions of this section and as set forth in the Burbank Fee Resolution.

B. Exemption from fees. The City, any department or office thereof acting on behalf of the City, any municipal utility wholly owned by the City, and the Burbank Unified School District, shall be exempt from the payment of all fees required by the Building Code. However, this fee waiver does not exempt any party from obtaining a permit for such work nor exempt such party from conforming to the procedures established by the City nor from compliance with all applicable City ordinances or State laws regulating such work.

C. Fees for copies.
   1. Fees for file copies. At the time of issuance of permit, the applicant shall pay a fee, as set forth in the Burbank Fee Resolution, to the Building Official for digital copies of the approved construction documents, or other format approved by the Building Official, to serve as the official file copy of the corrected plans.

   2. Fees for reproduction of file copies. The reproduction fee for file copies of official plans retained on microfilm shall be as set forth in the Burbank Fee Resolution.

D. Relocated Buildings Fees and Bond.
   The Building Official shall not issue a permit unless the provisions of the Burbank Municipal Code, insofar as applicable, have been complied with and until the permittee or an authorized agent shall have first deposited with the Building Official a cash bond in an amount equal to the estimated cost plus 10 percent of the work required to be done in order to comply with all of the conditions under which the permit is issued. Every such deposit made pursuant to this section shall be conditioned as follows:

   1. Each and all of the terms and conditions of the permit shall be complied with to the satisfaction of the Building Official.
   2. All of the work required to be done pursuant to the conditions of the permit shall be fully performed and completed within the time limit specified in the permit. If no time limit is specified, the work shall be completed within 90 days after the date of the issuance of the permit. The time limit herein specified in any permit issued under the provisions of this section may be extended for good and sufficient cause, either before or after said time period has expired, by written order of the Building Official.
   3. If the permittee fails to fully perform and complete the work required to be done in order to comply with all of the conditions under which the permit is issued, or, if an extension or extensions have been granted by the Building Official, within the time specified in such extensions, the Building Official shall give written notice to the permittee of such default. Such notice of default shall state the work to be done, the estimated cost thereof, and the period of time deemed by the Building Official to be reasonably necessary for the completion of such work. If compliance is not had within the time specified, the Building Official shall proceed without delay and without further notice or proceeding whatever to cause the required work to be done and deduct from the cash bond deposited the cost of the work plus 10 percent which shall be retained by the City to cover administrative costs.

4. In lieu of completing the required work, the Building Official may demolish the building or structure and clear, clean, and restore the site and deduct from the cash bond deposited the cost of the work plus 10 percent thereof, which 10 percent shall be retained by the City to cover the administrative costs.
5. Every permittee accepting a permit hereunder shall agree to be bound by the above provisions without recourse to the City or any officer or Board of the City.
6. The term of each cash bond deposited pursuant to this section shall begin upon the date of deposit and shall end upon completion, to the satisfaction of the Building Official, of the performance of all the terms and conditions of this section. Upon such completion, the Building Official shall return the cash deposit to the depositor or the depositor's successors or assigns, except any portion thereof which may have been used or deducted as provided in this section.

9-1-1-109.4: INVESTIGATION FEES, WORK WITHOUT A PERMIT.

A. Investigation: Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

B. Fee: Pursuant to Section 109.4 of Part 2 of the California Building Standards Code, an investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes nor from the penalty prescribed by law.

9-1-1-109.6: REFUND POLICY:

A. Plan check fees. No portion of the plan check fee shall be refunded unless plan review has not been performed, in which case 80 percent of the plan check fee shall be refunded upon written application for refund submitted by the person who made original payment of such fee and with the written consent of the owner of the real property on which the work was proposed to be done. The Building Official shall determine, in such official's discretion, whether an applicant is qualified to receive a refund. After 180 days have elapsed from the date of the submittal for plan check, no plan check fees shall be refunded. In the event subsequent application for plan check is made by a person who has received a refund, the full amount of all required fees shall be paid as elsewhere provided in this chapter.

B. Permit fees. In the event any person shall have obtained a building permit and no portion of the work or construction covered by such permit shall have commenced, nor any inspection performed by any City employee, and notice of abandonment has been received from the owner of the real property on which such work would have been performed, the permittee, upon presentation to the Building Official of a written request for refund, shall be entitled to a refund in an amount equal to 80 percent of the building permit fee actually paid for such permit. The Building Official shall determine, in such official's discretion, whether an applicant is qualified to receive a

refund. After 180 days have elapsed from the date of the issuance of the permit, no permit fees shall be refunded. In the event subsequent application for a permit is made by a person who has received a refund, the full amount of all required fees shall be paid as elsewhere provided in this chapter.

EXCEPTION:

1. If a permit has been issued for a project located in an area outside the jurisdiction of the City, 100 percent of the permit and plan checking fee may be refunded.
2. If a duplicate permit has been erroneously issued, 100 percent of the duplicated permit and plan checking fee may be refunded.

9-1-1-110: INSPECTIONS.

In addition to the requirements contained in Section 110 of Part 2 of the California Building Standards Code, the following provisions shall apply to work completed pursuant to this Chapter.

A. Demolition, Excavation and Shoring Inspections: Reinforcing steel or structural framework of a part of a building or structure shall not be covered or concealed without first obtaining the approval of the Building Official. Protection of joints and penetrations in fire resistive assemblies shall not be concealed from view until inspected and approved.

The Building Official, upon notification, shall make the following inspections:

1. Demolition Inspection: To be made before demolition begins and after demolition is completed per approved plans but before construction, grading, or shoring is commenced.
2. Shoring and Excavation: To be made throughout and after shoring and excavations are complete and required before foundations are in place.
3. Basement and Subterranean Garage: To be made throughout and after the basement and subterranean footings and walls are in place.

B. Trades (Plumbing, Mechanical, Gas and Electrical Systems) Inspection: Rough inspection of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection.

C. Green Building Standards Inspection: To be made before work is concealed or made inaccessible based at the point in time when adequate stages of construction for the selected method of code compliance. Inspections shall be made to determine compliance with green building standards code and shall include, but not be limited to, inspections for site, parking, energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality.

D. Site Grading/Landscaping: To be made before work is concealed or made inaccessible. Underground irrigation system shall be inspected before landscaping is installed. Planting compliant with this code needs to be installed prior to final approval.

E. Equipment Inspections: Equipment for which a permit is required by this code shall be inspected by the Building Official. Equipment intended to be concealed by a permanent portion of the building shall not be concealed until inspected and approved. When the installation of equipment is complete, an additional and final inspection shall be made. Equipment regulated by this code shall not be connected to the water, fuel or power supply, or sewer system until authorized by the Building Official. The requirements of this section shall not be considered to prohibit the operation of equipment installed to replace existing equipment serving an occupied portion of the building in the event a request for inspection of such equipment has been filed with the Building Official not more than forty eight (48) hours after the replacement work is completed, and before any portion of such equipment is concealed by permanent portions of the building.

F. Additional Required Inspections and Tests:

1. A preconstruction meeting with the City and the project personnel will be required prior to beginning any new building or when required by the City.
2. For all new construction and when required by the City, a licensed surveyor must certify that the location of the footing forms is per the approved plans before foundations can be poured. The surveyor must provide a plot plan showing precise dimensions to the property lines and the elevation of the forms as compared with the reference elevation shown on the approved plans.
3. For all new construction and when required by the City, a licensed surveyor must certify that the height of the building is in accordance with the approved plans. The surveyor must show the precise height of the building as compared with the reference elevation shown on the approved plans.
4. An approved weatherproofing consultant must certify the installation of weatherproofing on all retaining walls which are adjacent to interior areas of the building. The consultant will not be required if the installer is certified in writing by the manufacturer.
5. For all new construction and when required by the City, an approved weatherproofing consultant must certify that the weatherproofing elements of the building have been installed in accordance with the approved plans, all relevant codes, and per manufacturer's specifications. At a minimum, an inspection and report will be required before plastering begins and before final approval is granted.
6. Prior to final approval, a certified air balancer must provide a written report showing the air volumes for all elements of a commercial garage exhaust system or a commercial kitchen hood system.
7. Prior to final approval, the City must witness a test of all fire smoke dampers.
8. Prior to rough framing inspection approval, and prior to final inspection approval, the City may verify conformity with applicable entitlements and zoning regulations.

G. Structural Observation: Structural observation shall be provided in Seismic Design Category D, E, or F as indicated in the California Building Code.

H. Inspection Record: Work requiring a permit shall not be commenced until the permit holder or the agent of the permit holder shall have posted in a conspicuous place at the construction site a permit and inspection record such as to allow the Building Official conveniently to make the required entries regarding inspection of the work. The permit shall be posted in a location such that it is visible from the street. The permit, construction documents, and plans shall remain readily available on site until final approval has been granted by the Building Official. The requirements for posting and location of posting may be waived or modified by the Building Official as deemed necessary for the particular type of work.

Duplicate inspection cards may be issued upon payment of applicable fees as established by City Council resolution.

I. Inspection Requests: It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. Failure to do so constitutes a violation of this administrative code. The Building Official may require that every request for inspection be filed at least one business day before such inspection is desired. Such requests shall be made in a manner deemed acceptable by the Building Official. It shall be the duty of the person requesting any inspections required by this code to provide access to and means for inspection of the work.

Failure of a permit holder to schedule and undergo all required progress, final or other inspections is a violation of this administrative code.

J. Approval Required: Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspection and shall either indicate that that portion of the construction is satisfactory as completed (which is referred to as a "successful inspection") or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this code. Any portion of work that does not comply with the code shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

All work and installations that are authorized by a permit shall not become lawful until a permit holder has obtained a final inspection approval, which shall be in writing. There shall be a final inspection and approval of all buildings and structures when completed and ready for occupancy and use.

K. Reinspections: A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed when the inspection record card is not posted or

otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official. To obtain a reinspection, the applicant shall file an application therefor in writing upon a form furnished for that purpose, and pay the reinspection fee in accordance with the Burbank Fee Resolution. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

9-1-1-111: CERTIFICATE OF OCCUPANCY.
In addition to the requirements contained in Section 111 of Part 2 of the California Building Standards Code, the following provisions shall apply to work completed pursuant to this Chapter.

A. In lieu of a Certificate of Occupancy, when the building shell, including all structural elements, is completed and all life safety systems are installed and functional, the Building Official may issue a certificate of completion to allow a limited use but not occupancy of the building prior to issuance of the Certificate of Occupancy. A certificate of completion is issued to signify completion of a building exclusive of interior build out by a tenant or an owner.

B. Change in Use: Changes in the character or use of a building shall not be made except as specified in the building code and the residential code.

C. Temporary Occupancy.

1. Temporary Certificate: If the Building Official finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, they may issue a Temporary Certificate of Occupancy for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure; provided a cash deposit is made. The building official shall have the authority to authorize the temporary connection of the building or system service equipment to the utility source of energy for the purpose of testing building service equipment, or for use under a Temporary Certificate of Occupancy

2. Fees and Bond**:**
   a. A bond in the amount of two percent of the valuation of the building permit shall be provided by the applicant before issuance of a temporary certificate of occupancy. The bond shall assure the completion of the project. The bond shall be released to the applicant upon issuance of the certificate of occupancy in accordance with Section 111 of the California Building Code. If the Building Official determines that less than two percent of the work is necessary for completion, the Building Official may reduce the amount of the bond proportional to the incomplete work.

b. The City shall collect a fee for each temporary certificate of occupancy and temporary utilities release. Fees shall be assessed in accordance with the provisions of this section and as set forth in the Burbank Fee Resolution.

3. Application for Temporary Certificate of Occupancy**:**
After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the Building Division, the Building Official may issue a temporary certificate of occupancy. The application shall contain the following:
   a. The building permit number.
   b. The address of the structure.
   c. The name and address of the owner.
   d. A description of that portion of the structure for which the temporary certificate is issued.
   e. A statement that all work shall conform to the provisions of the Building, Electrical, Mechanical, Plumbing, and Fire Codes, as amended, and the applicable provisions of the Burbank Municipal Code.
   f. A statement that all work shall be completed within the time limitations granted by the temporary certificate of occupancy.
   g. The Building Official may require the applicant of a temporary certificate of occupancy to also apply for a temporary utilities release.

4. Time Limitation of Temporary Certificate of Occupancy**:**
Such temporary certificate of occupancy and temporary utilities release shall be valid for a period not to exceed 180 days. Additional temporary certificates of occupancy may be issued, if the application is approved by the Building Official. Upon expiration of a temporary certificate of occupancy, the building or structure shall require a certificate of occupancy in accordance with other provisions in this code. A violation of a condition shall constitute cause to revoke or suspend the temporary certificate

D. Temporary Connection: The building official shall have the authority to authorize the temporary connection of the building or system service equipment to the utility source of energy for the purpose of testing building service equipment, or for use under a Temporary Certificate of Occupancy, provided a cash performance deposit is made in accordance with subsection C, above.

Applications for temporary connection to the utility service shall be submitted with the payment of fees as established by Council resolution.

9-1-1-113: BOARD OF APPEALS:
In addition to the requirements in Section 113 of Part 2 of the California Building Standards Code, the following provisions shall apply.

A. BOARD MEMBER QUALIFICATIONS. Section 113.3 of Chapter 1, Part 2 of the California Building Standards Code is amended and restated as follows:

"**113.3 Qualifications.** The board of appeals shall be the same as the City of Burbank Board of Building and Fire Code Appeals. The establishment and composition of the board and qualifications of board members are specified in Section 2-1-414 of the Burbank Municipal Code."

B. NOTICE OF APPEAL.
Unless otherwise specified in this Code, prior to any appeal heard by the Board, a notice of appeal shall be filed with the Building Official stating the grounds for appeal set forth in the California Building Code Section 113.2. The Building Official shall fix a time and place for hearing such appeal within 60 days from the date notice of appeal was filed and shall give not less than five days' notice therefor to appellant and to each member of the Board. No notice of appeal shall be accepted unless the appellant first pays to the Building Official the fee as designated in the Burbank Fee Resolution for filing such appeal. The decision of the Board shall be final and conclusive. Within seven days of the Board's determination, exclusive of Saturdays, Sundays, and holidays, the Building Official shall give notice of the decision to the appellant.

9-1-1-114 VIOLATIONS
In addition to the provisions stated in Section 114 of Part 2 of the California Building Standards Code, the following provisions shall apply to violations of this Chapter.

A. General: The Building Official may record a notice with the Los Angeles County recorder's office that a property, building, structure, land, or any portion thereof, is in violation of any provision of this code, provided that the provisions of this section are complied with. The remedy provided herein is cumulative to any other enforcement actions permitted by the California Building Code or the Burbank Municipal Code.

B. Recordation: If: a) the Building Official determines that any property, building, structure, land, or any portion thereof is in violation of any provision of this code; and if b) the Building Official gives written notice of said violation(s) to the owner of the subject property (as identified on the last equalized assessment roll of the Los Angeles County assessor's office) as specified below; then the Building Official shall have the discretion to record with the Los Angeles County recorder's office a notice of violation(s) concerning the subject property.

C. Notice: The written notice given pursuant to this section shall indicate:

1. The nature of the violation(s); and
2. That if corrective or other required actions to abate the violation(s) are not started and/or completed in accordance with stated deadlines, as established by the Building Official in said notice, the Building Official may, at any time after a missed deadline, record a notice of violation with the Los Angeles County recorder's office against the subject property. The notice shall be posted on the property and shall be mailed to the owner of the property as indicated on the last equalized Los

Angeles County assessment roll. The mailed notice may be by registered, certified, or first-class mail.

A notice of violation(s) may be combined with other notices that the Building Official issues in the administration and/or enforcement of this Code.

D. Rescission: Any owner who desires to have a notice of violation rescinded must first fully abate all violations with all required permits and inspection approvals, as required by the code. Upon determining full compliance with the code has occurred, the Building Official shall, within twenty (20) days of such a determination, file a rescission of notice of violation for recording with the Los Angeles County recorder's office.

Following the recordation of a notice of violation the Building Official is not required to make any inspection or review of the premises to determine the continued existence of the noticed violation(s). It is the responsibility of the property owner, to obtain all permits and request inspections, undertake and complete all corrective or other required actions to abate the violation(s) so that a notice of violation may be rescinded.

E. Violation Penalties: Any person who violates a provision of this Building Code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive by the Building Official, or of a permit or certificate issued under the provisions of this Building Code, shall be subject to penalties or other remedies set forth in this code.

F. Costs: Any person that violates any provision of this code shall be responsible for the costs of any and all code enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts specified by the Burbank Fee Schedule.

Any person violating the provisions of this Code shall reimburse the City for any and all costs, expenses and fees incurred by the City in responding to, investigating, assessing, monitoring, treating, cleaning, removing or remediating any violation of this code. Such costs, expenses and fees to be paid to the City shall include all administrative expenses and all legal expenses, including costs and attorney fees in obtaining compliance and in litigation, including all costs and attorney fees on any appeal.

9-1-1-116: UNSAFE BUILDINGS, STRUCTURES, EQUIPMENT, CONDITIONS

In addition to the provisions stated in Section 116 of Part 2 of the California Building Standards Code, the following provisions shall to unsafe buildings, structures, uses, and building appendages.

All buildings, structures, or building service equipment, or portions thereof, that are or hereafter become unsafe, insanitary, or deficient or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to an existing use constitute a

hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, or abandonment as specified in this code or any other applicable ordinance of the City, are, for the purpose of this code, unsafe buildings or structures. As used herein, "abandonment" exists when a building or structure is not lawfully occupied and contains conditions that violate the Burbank Municipal Code, and for which all required submittals and fees to repair, demolish or replace said building or structure have not been received by any division of the Community Development Department for a period of six (6) months.

Building service equipment regulated by the Code, which constitutes a fire, electrical or health hazard, or an unsanitary condition, or is otherwise dangerous to human life is, for the purpose of this section, unsafe. Use of buildings, structures or building service equipment constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use.

Parapet walls, cornices, spires, towers, tanks, statuary and other appendages or structural members which are supported by, attached to, or a part of a building and which are in a deteriorated condition or otherwise unable to sustain the design loads which are specified in the Building Code are hereby designated as unsafe building appendages.

Unsafe building or structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this Code. A vacant structure that is not secured against entry shall be deemed unsafe. No person shall own, use, occupy or maintain any unsafe building. All unsafe buildings are hereby declared to be public nuisances. In addition to instituting any appropriate action to prevent, restrain, correct, or abate a violation of this section, the Building Official may abate an unsafe condition by repair, rehabilitation, demolition or removal in accordance with the procedure specified in any articles of this chapter.

9-1-1-117: BUILDING SECURITY:
The following sections are added to Chapter 1, Part 2 of the CBC to read as follows:

“117. Building Security. Residential occupancies as referred to in Chapter 3 of the California Building Code shall comply with the security requirements in this section.”

A: GENERAL REQUIREMENTS:
Doors, windows or hatchways for dwelling units, room units or housekeeping units, openings between attached garages and dwelling units, and openings in enclosed attached garages, other than vehicular access, shall be provided with devices designed to provide security for the occupants and property within.

B: DOORS:
Doors providing access to a dwelling unit, rooming unit or housekeeping unit shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall

have a lock throw of not less than 1 inch. Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

C: WINDOWS:

1. Operable windows located in whole or in part within 6 feet above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit shall be equipped with a window sash locking device.
2. Bars, grilles, grates or similar devices shall not be installed on any emergency or escape windows.

D: BASEMENT HATCHWAYS:
Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit shall be equipped with devices that secure the units from unauthorized entry."

DIVISION 2. CALIFORNIA ADMINISTRATIVE CODE

9-1-1-2: ADOPTION OF THE 2025 CALIFORNIA ADMINISTRATIVE CODE:
Part 1 of Title 24 of the California Code of Regulations also known as the "California Administrative Code," which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission, is hereby adopted by the City of Burbank and made a part of this Code without any local amendments thereto.

ARTICLE 2. CALIFORNIA BUILDING CODE

9-1-2: ADOPTION OF 2025 THE CALIFORNIA BUILDING CODE:
Part 2 of Title 24 of the California Code of Regulations, also known as the "California Building Code," which is part of the California Building Standards Code, 2025 Edition, together with Appendices C, G, I, J, and Q as adopted by the California Building Standards Commission is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-2-101.1: TITLE:
Section 101.1 of Chapter 1, Part 2 of the CBC is amended to read as follows:

> "**101.1 Title.** These regulations shall be known as the Building Code of the City of Burbank, hereinafter referred to as "this code."

9-1-2-705.3.1: BUILDINGS ON CONTIGUOUS LOTS:
The following section is added to Chapter 7, Part 2 of the CBC to read as follows:

"**705.3.1 Buildings on contiguous lots – lots under the same ownership or occupancy.** In all cases involving contiguous lots owned or occupied by the same person, such lots, or portions of lots, may be considered as one lot for the purpose of enforcing Sections 705 and 715 of the Building Code, provided the owner and the tenant or lessee, if any, executes and records an agreement with the City to the satisfaction of the Building Official on a form approved by the City Attorney, assuring compliance with such provisions in the event the common ownership or occupancy of the lots is terminated. The Building Official is hereby authorized to execute such agreements on behalf of the City. An easement for right-of-way purposes shall constitute ownership or occupancy under this section."

9-1-2-1206.4.1: ALTERNATE SOUND TRANSMISSION CONTROL ASSEMBLIES FOR NEW SINGLE-FAMILY DWELLINGS:

Section 1206.4 of Chapter 12, Part 2 of the California Building Code shall be amended to include the following subsections:

A. LDN CONTOUR 60-65.
   1. Roof assemblies shall be constructed with fiberglass batt insulation with a minimum R-value of 38.
   2. Wall assemblies shall be constructed with fiberglass batt insulation with a minimum R-value of 15.
   3. For exterior walls parallel to the noise source, or at some angle less than perpendicular to the noise source, all windows shall have a minimum STC rating of 40. All sliding glass doors and French doors shall have a minimum STC rating of 35. All windows shall be weather-stripped in accordance with the California Energy Efficiency Standards for Low-Rise Residential Buildings.

EXCEPTION: Stained glass panels.

4. All exterior doors shall be 1-3/4" solid-core, wood-slab doors, or 18-gage insulated steel-slab doors, with compression seals all around, including the threshold. All door glazing shall be 3/4" double-pane insulating units with double-strength 1/8" glass.

EXCEPTIONS:

a. Sliding glass and French doors. (See number 3 above)
b. Stained glass panels.

5. An acoustic acrylic mastic sealant (non-drying and non-hardening) shall be used to seal and caulk all penetrations in accordance with the California Energy Efficiency Standards for Low-Rise Residential Buildings.
6. A secondary weather-resistive barrier, or housewrap, shall be installed.

B. LDN CONTOURS 65-70 dB and 70-75 dB.

1. Structures in LDN contours 65-70 dB and 70-75 dB shall conform to the requirements for LDN contour 60-65 dB.
2. All windows shall have a minimum STC rating of 40. All sliding glass doors and French doors shall have a minimum STC rating of 35. All windows shall be weather-stripped in accordance with the Energy Efficiency Standards for Low-Rise Residential Buildings.

EXCEPTION: Stained glass panels.

All exterior walls parallel to the noise source, or at some angle less than perpendicular to the noise source, shall be constructed, on the interior surface, with resilient channels 24" o.c. attached at right angles to the wood studs, with one layer of gypsum wallboard applied parallel to the channels. End joints of the wallboard shall be back-blocked with resilient channels.

C. LDN CONTOUR 75-80 dB.

Dwellings located in a LDN contour of 75-80 dB or above shall meet the acoustical analysis requirements of Section 1206 of the California Building Code."

9-1-2-1403.3.3: WOOD SHAKES AND SHINGLES PROHIBITED:

The following section is added to Chapter 14, Part 2 of the CBC to read as follows:

"**1403.3.3 Shakes and shingles.** No wood shakes or wood shingles shall be installed as an exterior wall covering on any new or existing building or structure. No wood board, hardboard, or engineered wood siding, pressure-treated wood, intumescent paints, and other protective coatings shall be installed as an exterior wall covering on any new or existing building or structure in the Burbank Fire Hazard Severity Zones.

EXCEPTIONS: The following types of siding may be used:

1. Fiber-Cement siding with a Class A fire rating.

2. Vinyl siding with a Class A fire rating. Such vinyl siding shall be installed over one layer of Type X gypsum board with a minimum thickness of 1/2".
3. Alternate siding materials may be approved by the Building Official and Fire Chief in accordance with Section 104.11 of the California Building Code."

9-1-2-1403.3.4: EXISTING WOOD EXTERIOR REPAIRS:
The following section is added to Chapter 14, Part 2 of the CBC to read as follows:

"**1403.3.4 Existing wood exterior repairs.**
Burbank Municipal Code Section 9-1-2R-R703.6.1 shall not apply:

1. When an existing building or structure with a wood exterior wall covering is subject to wood shake or wood shingle installation, addition, repair, alteration or replacement of less than 25 percent of the existing building or structure's wood exterior wall covering area over the life of the building commencing on or after the effective date of this ordinance, as long as that existing building or structure with a wood exterior wall covering is located outside of the Burbank Fire Hazard Severity Zones. No wood exterior repairs or installations shall be allowed in the Burbank Fire Hazard Severity Zones.

2. When an existing building or structure with a wood exterior wall covering is subject to wood shake or wood shingle installation, addition, repair, alteration or replacement of 25 percent or more of the existing building or structure's wood exterior wall covering area over the life of the building commencing on or after the effective date of this ordinance, as long as that existing building or structure with a wood exterior wall covering is located outside of the Burbank Fire Hazard Severity Zones. In such circumstances, if the building or structure is located in a commercial or industrial zone, pressure-treated wood shakes or pressure-treated wood shingles with a Class B rating shall be used with a one-hour wall and in all other areas of the City, pressure-treated wood shakes or pressure- treated wood shingles with a Class C rating shall be used with a one-hour wall. For the purposes of this ordinance, 25 percent of the area of wood exterior wall covering shall be calculated from the area of the wood exterior wall covering existing on the effective date of this ordinance. No wood exterior repairs or installations shall be allowed in the Burbank Fire Hazard Severity Zones."

9-1-2-1404.2: WEATHER PROTECTION:
Section 1404.2 of Chapter 14, Part 2 of the CBC is amended to include the following subsection:

"Exception: No wood shakes or wood shingles shall be installed as an exterior wall covering on any new or existing building or structure in the Burbank Fire Hazard Severity Zones."

9-1-2-1405.1.1: COMBUSTIBLE WALL COVERINGS:

Section 1405.1.1 of Chapter 14, Part 2 of the CBC is amended to include the following subsection:

> "5. No wood shakes or wood shingles shall be installed as an exterior wall covering on any new or existing building or structure. No wood board, hardboard, or engineered wood siding, pressure-treated wood, intumescent paints, and other protective coatings shall be installed as an exterior wall covering on any new or existing building or structure in the Burbank Fire Hazard Severity Zones."

9-1-2-1501.1.1: WOOD ROOFS PROHIBITED:
The following section is added to Chapter 15, Part 2 of the CBC to read as follows:

> **"1501.1.1 Wood roofs prohibited.**
> 1. **All wood shake or shingle roofs located outside of the Burbank Fire Hazard Severity Zones.** Notwithstanding any other requirement of the Burbank Municipal Code and the California Building Code, no wood shake or shingle roofs shall be permitted to remain on any building or structure after August 14, 2014.
> 2. **All wood shake or shingle roofs located inside the Burbank Fire Hazard Severity Zones.** Notwithstanding any other requirement of the Burbank Municipal Code and the California Building Code, no wood shake or shingle roofs shall be permitted to remain on any building or structure after August 14, 2005."

9-1-2-1507.8: WOOD SHINGLES:
Section 1507.8 of Chapter 15, Part 2 of the CBC is amended and restated as follows:

> "**1507.8 Wood shingles.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2-1507.9: WOOD SHAKES:
Section 1507.9 of Chapter 15, Part 2 of the CBC is amended and restated as follows:

> "**1507.9 Wood shakes.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2-1512.3: ROOF RECOVER:
Subsection 3 of Section 1512.3 of Chapter 15, Part 2 of the CBC is not adopted.

Section 1512.3, Exception 2 of Chapter 15, Part 2 of the CBC is amended and restated as follows:

> "2. The existing roof covering is slate, clay, cement, asbestos-cement tile, wood shake or wood shingle."

9-1-2-1512.3.1: ROOF RECOVERING OVER WOOD SHINGLES OR SHAKES:
Section 1512.3.1 of Chapter 15, Part 2 of the CBC is amended and restated as follows:

"**1512.3.1 Roof recovering over wood shingles or shakes.** No roof covering shall be applied over existing wood shakes or wood shingles. When a roof has two or more layers of roof covering, any of which is wood shake or wood shingle, all layers shall be completely removed before applying a new roof covering. Existing roof recovering over wood shakes or wood shingles shall be removed and replaced no later than August 14, 2020."

9-1-2-1612.3: ESTABLISHMENT OF FLOOD HAZARD AREAS:
Section 1612.3 of Chapter 16, Part 2 of the CBC is amended as follows:

A. Insert: "City of Burbank" into "[Insert Name of Local Jurisdiction]" field in Section 1612.3 of the California Building Code.
B. Insert: "January 20, 1999" into "[Insert Date of Issuance]" field in Section 1612.3 of the California Building Code.

9-1-2-1613.8: AMENDMENTS TO ASCE 7:

The following section is added to Chapter 16, Part 2 of the CBC to read as follows:

"**1613.8 Amendments to ASCE 7.** The text of ASCE 7 shall be modified as indicated in Sections 1613.8 through 1613.8.1.

1613.8.1 Values for Vertical Combinations. ASCE 7, Section 12.2.3.1. The text of ASCE 7 Section 12.2.3.1 Exception 3 is modified as follows:

3. Detached one- and two-family dwellings up to two stories in height of light frame construction.

1613.8.2 Wood diaphragms. ASCE 7, Section 12.11.2.2.3. The text of ASCE 7 Section 12.11.2.2.3 is modified as follows:

12.11.2.2.3 Wood diaphragms. The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toenails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective for providing the ties or struts required by this section

For structures assigned to Seismic Design Category D, E or F, wood diaphragms supporting concrete or masonry walls shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form subdiaphragms to transmit the anchorage forces to the main continuous crossties.
2. The maximum diaphragm shear used to determine the depth of the subdiaphragm shall not exceed 75% of the maximum diaphragm shear.

1613.8.3 Design Earthquake Displacement. ASCE 7, Section 12.8.6.3. The text of ASCE 7 Section 12.8.6.3, Equation 12.8-16 is modified as follows:

$$\delta_{DE} = C_d\delta_e + \delta_{di} \qquad (12.8\text{-}16)$$

9-1-2-1613.9: SEISMIC DESIGN PROVISIONS FOR HILLSIDE BUILDINGS:
The following section is added to Chapter 16, Part 2 of the CBC to read as follows:

"**1613.9 Seismic design provisions for hillside buildings.**

1613.9.1 Purpose. The purpose of this section is to establish minimum regulations for the design and construction of new buildings and additions to existing buildings when constructing such buildings on or into slopes steeper than one unit vertical in three units horizontal (33.3%). These regulations establish minimum standards for seismic force resistance to reduce the risk of injury or loss of life in the event of earthquakes.

1613.9.2 Scope. The provisions of this section shall apply to the design of the lateral-force-resisting system for hillside buildings at and below the base level diaphragm. The design of the lateral-force-resisting system above the base level diaphragm shall be in accordance with the provisions for seismic and wind design as required elsewhere in this division.

Exception: Non-habitable accessory buildings and decks not supporting or supported from the main building are exempt from these regulations.

1613.9.3 Definitions. For the purposes of this section certain terms are defined as follows:
BASE LEVEL DIAPHRAGM is the floor at, or closest to, the top of the highest level of the foundation.
DIAPHRAGM ANCHORS are assemblies that connect a diaphragm to the adjacent foundation at the uphill diaphragm edge.
DOWNHILL DIRECTION is the descending direction of the slope approximately perpendicular to the slope contours.
FOUNDATION is concrete or masonry which supports a building, including footings, stem walls, retaining walls, and grade beams.

FOUNDATION EXTENDING IN THE DOWNHILL DIRECTION is a foundation running downhill and approximately perpendicular to the uphill foundation.
HILLSIDE BUILDING is any building or portion thereof constructed on or into a slope steeper than one unit vertical in three units horizontal (33.3%). If only a portion of the building is supported on or into the slope, these regulations apply to the entire building.
PRIMARY ANCHORS are diaphragm anchors designed for and providing a direct connection as described in Sections 1613.9.5 and 1613.9.7.3 between the diaphragm and the uphill foundation.
SECONDARY ANCHORS are diaphragm anchors designed for and providing a redundant diaphragm to foundation connection, as described in Sections 1613.9.6 and 1613.9.7.4.
UPHILL DIAPHRAGM EDGE is the edge of the diaphragm adjacent and closest to the highest ground level at the perimeter of the diaphragm.
UPHILL FOUNDATION is the foundation parallel and closest to the uphill diaphragm edge.

1613.9.4 Analysis and Design.

1613.9.4.1 General. Every hillside building within the scope of this section shall be analyzed, designed, and constructed in accordance with the provisions of this division. When the code-prescribed wind design produces greater effects, the wind design shall govern, but detailing requirements and limitations prescribed in this and referenced sections shall be followed.

1613.9.4.2 Base level diaphragm-downhill direction. The following provisions shall apply to the seismic analysis and design of the connections for the base level diaphragm in the downhill direction.

1613.9.4.2.1 Base for lateral force design defined. For seismic forces acting in the downhill direction, the base of the building shall be the floor at or closest to the top of the highest level of the foundation.

1613.9.4.2.2 Base shear. In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems. The total base shear shall include the forces tributary to the base level diaphragm including forces from the base level diaphragm.

1613.9.5 Base shear resistance-primary anchors.

1613.9.5.1 General. The base shear in the downhill direction shall be resisted through primary anchors from diaphragm struts provided in the base level diaphragm to the foundation.

1613.9.5.2 Location of primary anchors. A primary anchor and diaphragm strut shall be provided in line with each foundation extending in the downhill direction. Primary anchors and diaphragm struts shall also be provided where interior vertical lateral-force-resisting elements occur above and in contact with the base level diaphragm. The spacing of primary anchors and diaphragm struts or collectors shall in no case exceed 30 feet (9144 mm).

1613.9.5.3 Design of primary anchors and diaphragm struts. Primary anchors and diaphragm struts shall be designed in accordance with the requirements of Section 1613.9.8.

1613.9.5.4 Limitations. The following lateral-force-resisting elements shall not be designed to resist seismic forces below the base level diaphragm in the downhill direction:

1. Wood structural panel wall sheathing,
2. Cement plaster and lath,
3. Gypsum wallboard, and
4. Tension only braced frames.

Braced frames designed in accordance with the requirements of Section 2202.2.1.2 may be used to transfer forces from the primary anchors and diaphragm struts to the foundation provided lateral forces do not induce flexural stresses in any member of the frame or in the diaphragm struts. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.9.6 Base Shear Resistance - Secondary Anchors.

1613.9.6.1 General. In addition to the primary anchors required by Section 1613.9.5, the base shear in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in the base level diaphragm.

> **Exception:** Secondary anchors are not required where foundations extending in the downhill direction spaced at not more than 30 feet (9144 mm) on center extend up to and are directly connected to the base level diaphragm for at least 70% of the diaphragm depth.

1613.9.6.2 Secondary Anchor Capacity and Spacing. Secondary anchors at the base level diaphragm shall be designed for a

minimum force equal to the base shear, including forces tributary to the base level diaphragm, but not less than 600 pounds per lineal foot (8.76 kN/m) based on Allowable Stress Design (ASD) levels. The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of 4 feet (1219 mm) on center.

1613.9.6.3 Design. Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.9.8.

1613.9.7 Diaphragms Below the Base Level - Downhill Direction. The following provisions shall apply to the lateral analysis and design of the connections for all diaphragms below the base level diaphragm in the downhill direction.

1613.9.7.1 Diaphragm Defined. Every floor level below the base level diaphragm shall be designed as a diaphragm.

1613.9.7.2 Design Force. Each diaphragm below the base level diaphragm shall be designed for all tributary loads at that level using a minimum seismic force factor not less than the base shear coefficient.

1613.9.7.3 Design Force Resistance - Primary Anchors. The design force described in Section 1613.9.7.2 shall be resisted through primary anchors from diaphragm struts provided in each diaphragm to the foundation. Primary anchors shall be provided and designed in accordance with the requirements and limitations of Section 1613.9.5.

1613.9.7.4 Design Force Resistance - Secondary Anchors.

1613.9.7.4.1 General. In addition to the primary anchors required in Section 1613.9.7.3, the design force in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in each diaphragm below the base level.

Exception: Secondary anchors are not required where foundations extending in the downhill direction, spaced at not more than 30 feet (9144 mm) on center, extend up to and are directly connected to each diaphragm below the base level for at least 70% of the diaphragm depth.

1613.9.7.4.2: Secondary Anchor Capacity. Secondary anchors at each diaphragm below the base level diaphragm shall be designed for a minimum force equal to the design force but not less than 300 pounds per lineal foot (4.38 kN/m) based on Allowable Stress Design (ASD) levels. The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of 4 feet (1219 mm) on center.

1613.9.7.4.3: Design. Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.9.8.

1613.9.8 Primary and Secondary Anchorage and Diaphragm Strut Design. Primary and secondary anchors and diaphragm struts shall be designed in accordance with the following provisions:

1. Fasteners. All bolted fasteners used to develop connections to wood members shall be provided with square plate washers at all bolt heads and nuts. Washers shall be minimum 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Nuts shall be tightened to finger tight plus one half (1/2) wrench turn prior to covering the framing.
2. Fastening. The diaphragm to foundation anchorage shall not be accomplished by the use of toenailing, nails subject to withdrawal, or wood in cross-grain bending or cross-grain tension.
3. Size of Wood Members. Wood diaphragm struts collectors, and other wood members connected to primary anchors shall not be less than 3 inch (76 mm) nominal width. The effects of eccentricity on wood members shall be evaluated as required per Item 9.
4. Design. Primary and secondary anchorage, including diaphragm struts, splices, and collectors shall be designed for 125% of the tributary force.
5. Allowable Stress Increase. The one-third allowable stress increase permitted under Section 1605.2 shall not be taken when the working (allowable) stress design method is used.
6. Steel Element of Structural Wall Anchorage System. The strength design forces for steel elements of the structural wall anchorage system, with the exception of anchor bolts and reinforcing steel, shall be increased by 1.4 times the forces otherwise required.
7. Primary Anchors. The load path for primary anchors and diaphragm struts shall be fully developed into the diaphragm and into the foundation. The foundation must be shown to be adequate to resist the concentrated loads from the primary anchors.
8. Secondary Anchors. The load path for secondary anchors and diaphragm struts shall be fully developed in the diaphragm but need not be developed beyond the connection to the foundation.
9. Symmetry. All lateral force foundation anchorage and diaphragm strut connections shall be symmetrical. Eccentric connections may be

permitted when demonstrated by calculation or tests that all components of force have been provided for in the structural analysis or tests.

10. Wood Ledgers. Wood ledgers shall not be used to resist cross-grain bending or cross-grain tension.

1613.9.9 Lateral-force-resisting elements normal to the downhill direction.

1613.9.9.1 General. In the direction normal to the downhill direction, lateral-force-resisting elements shall be designed in accordance with the requirements of this section.

1613.9.9.2 Base Shear. In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems.

1613.9.9.3 Vertical Distribution of Seismic Forces. For seismic forces acting normal to the downhill direction the distribution of seismic forces over the height of the building using Section 12.8.3 of ASCE 7 shall be determined using the height measured from the top of the lowest level of the building foundation.

1613.9.9.4 Drift Limitations. The story drift below the base level diaphragm shall not exceed 0.007 times the story height at strength design force level. The total drift from the base level diaphragm to the top of the foundation shall not exceed 3/4 inch (19 mm). Where the story height or the height from the base level diaphragm to the top of the foundation varies because of a stepped footing or story offset, the height shall be measured from the average height of the top of the foundation. The story drift shall not be reduced by the effect of horizontal diaphragm stiffness.

1613.9.9.5 Distribution of Lateral Forces.

1613.9.9.5.1 General. The design lateral force shall be distributed to lateral-force-resisting elements of varying heights in accordance with the stiffness of each individual element.

1613.9.9.5.2 Wood Structural Panel Sheathed Walls. The stiffness of a stepped wood structural panel shear wall may be determined by dividing the wall into adjacent rectangular elements, subject to the same top of wall deflection. Deflections of shear walls may be estimated by AWC SDPWS Section 4.3.4. Sheathing and fastening requirements for the stiffest section shall be used for the entire wall. Each section of wall shall be anchored for shear and uplift at each step. The

minimum horizontal length of a step shall be 8 feet (2438 mm) and the maximum vertical height of a step shall be 2 feet 8 inches (813 mm).

1613.9.9.5.3 Reinforced Concrete or Masonry Shear Walls. Reinforced concrete or masonry shear walls shall have forces distributed in proportion to the rigidity of each section of the wall.

1613.9.9.6 Limitations. The following lateral force-resisting-elements shall not be designed to resist lateral forces below the base level diaphragm in the direction normal to the downhill direction:

1. Cement plaster and lath,
2. Gypsum wallboard, and
3. Tension-only braced frames.

Braced frames designed in accordance with the requirements of Section 2202.2.1.2 of this Code may be designed as lateral-force-resisting elements in the direction normal to the downhill direction, provided lateral forces do not induce flexural stresses in any member of the frame. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.9.10 Specific Design Provisions.

1613.9.10.1 Footings and Grade Beams. All footings and grade beams shall comply with the following:

1. Grade beams shall extend at least 12 inches (305 mm) below the lowest adjacent grade and provide a minimum 24 inch (610 mm) distance horizontally from the bottom outside face of the grade beam to the face of the descending slope.
2. Continuous footings shall be reinforced with at least two No. 4 reinforcing bars at the top and two No. 4 reinforcing bars at the bottom.
3. All main footing and grade beam reinforcement steel shall be bent into the intersecting footing and fully developed around each corner and intersection.
4. All concrete stem walls shall extend from the foundation and reinforced as required for concrete or masonry walls.

1613.9.10.2 Protection against decay and termites. All wood to earth separation shall comply with the following:

1. Where a footing or grade beam extends across a descending slope, the stem wall, grade beam, or footing shall extend up

to a minimum 18 inches (457 mm) above the highest adjacent grade.

Exception: At paved garage and doorway entrances to the building, the stem wall need only extend to the finished concrete slab, provided the wood framing is protected with a moisture proof barrier.

2. Wood ledgers supporting a vertical load of more than 100 pounds per lineal foot (1.46 kN/m) based on Allowable Stress Design (ASD) levels and located within 48 inches (1219 mm) of adjacent grade are prohibited. Galvanized steel ledgers and anchor bolts, with or without wood nailers, or treated or decay resistant sill plates supported on a concrete or masonry seat, may be used.

1613.9.10.3 Sill Plates. All sill plates and anchorage shall comply with the following:

1. All wood framed walls, including nonbearing walls, when resting on a footing, foundation, or grade beam stem wall, shall be supported on wood sill plates bearing on a level surface.
2. Power-driven fasteners shall not be used to anchor sill plates except at interior nonbearing walls not designed as shear walls.

1613.9.10.4 Column Base Plate Anchorage. The base of isolated wood posts (not framed into a stud wall) supporting a vertical load of 4,000 pounds (17.8 kN) based on Allowable Stress Design (ASD) levels or more and the base plate for a steel column shall comply with the following:

1. When the post or column is supported on a pedestal extending above the top of a footing or grade beam, the pedestal shall be designed and reinforced as required for concrete or masonry columns. The pedestal shall be reinforced with a minimum of four No. 4 bars extending to the bottom of the footing or grade beam. The top of exterior pedestals shall be sloped for positive drainage.
2. The base plate anchor bolts or the embedded portion of the post base, and the vertical reinforcing bars for the pedestal, shall be confined with two No. 4 or three No. 3 ties within the top 5 inches (127 mm) of the concrete or masonry pedestal. The base plate anchor bolts shall be embedded a minimum of 20 bolt diameters into the concrete or masonry pedestal. The

base plate anchor bolts and post bases shall be galvanized and each anchor bolt shall have at least 2 galvanized nuts above the base plate.

1613.9.10.5 Steel beam to column supports. All steel beam to column supports shall be positively braced in each direction. Steel beams shall have stiffener plates installed on each side of the beam web at the column. The stiffener plates shall be welded to each beam flange and the beam web. Each brace connection or structural member shall consist of at least two 5/8 inch (15.9 mm) diameter machine bolts."

9-1-2-1613.10: SUSPENDED CEILINGS:
The following section is added to Chapter 16, Part 2 of the CBC to read as follows:

"**1613.10 Suspended ceilings.** Minimum design and installation standards for suspended ceilings shall be determined in accordance with the requirements of Section 2506.2.1 of this Code and this section.

1613.10.1 Scope. This part contains special requirements for suspended ceilings and lighting systems. Provisions of Section 13.5.6 of ASCE 7 shall apply except as modified herein.

1613.10.2 General. The suspended ceilings and lighting systems shall be limited to 6 feet (1828 mm) below the structural deck unless the lateral bracing is designed by a licensed engineer or architect.

1613.10.3 Sprinkler heads. All sprinkler heads (drops) except fire-resistance-rated floor/ceiling or roof/ceiling assemblies, shall be designed to allow for free movement of the sprinkler pipes with oversize rings, sleeves or adaptors through the ceiling tile. Sprinkler heads and other penetrations shall have a 2 inch (50mm) oversize ring, sleeve, or adapter through the ceiling tile to allow for free movement of at least 1 inch (25mm) in all horizontal directions. Alternatively, a swing joint that can accommodate 1 inch (25 mm) of ceiling movement in all horizontal directions is permitted to be provided at the top of the sprinkler head extension.
Sprinkler heads penetrating fire-resistance-rated floor/ceiling or roof/ceiling assemblies shall comply with Section 714 of this Code.

1613.10.4 Special Requirements for Means of Egress. Suspended ceiling assemblies located along means of egress serving an occupant load of 30 or more shall comply with the following provisions.

1613.10.4.1 General. Ceiling suspension systems shall be connected and braced with vertical hangers attached directly to the structural deck along the means of egress serving an occupant load

of 30 or more and at lobbies accessory to Group A Occupancies. Spacing of vertical hangers shall not exceed 2 feet (610 mm) on center along the entire length of the suspended ceiling assembly located along the means of egress or at the lobby.

1613.10.4.2 Assembly device. All lay-in panels shall be secured to the suspension ceiling assembly with two hold-down clips minimum for each tile within a 4-foot (1219 mm) radius of the exit lights and exit signs.

1613.10.4.3 Emergency systems. Independent supports and braces shall be provided for light fixtures required for exit illumination. Power supply for exit illumination shall comply with the requirements of Section 1008.3 of this Code.

1613.10.4.4 Supports for appendage. Separate support from the structural deck shall be provided for all appendages such as light fixtures, air diffusers, exit signs, and similar elements."

9-1-2-1704.6: STRUCTURAL OBSERVATIONS:
Section 1704.6 of Chapter 17, Part 2 of the CBC is amended and restated as follows:

"**1704.6 Structural observations.** Where required by the provisions of Section 1704.6.1 the owner or the owner's authorized agent shall employ a structural observer to perform structural observations. The structural observer shall visually observe representative locations of structural systems, details and load paths for general conformance to the approved construction documents. Structural observation does not include or waive the responsibility for the inspections in CBC Section 110 or the special inspections in CBC Section 1705 or other sections of this code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or
2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

The owner or owner's authorized agent shall coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors and special inspectors. The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting shall be included in the report submitted to the building official.

Observed deficiencies shall be reported in writing to the owner or owner's authorized agent, special inspector, contractor and the building official. Upon the form prescribed by the building official, the structural observer shall submit to the building official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved. A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the building official."

9-1-2-1704.6.1: STRUCTURAL OBSERVATIONS FOR STRUCTURES: Section 1704.6.1 of Chapter 17, Part 2 of the CBC is amended and restated as follows:

"**1704.6.1 Structural observations for structures.** Structural observations shall be provided for those structures where one or more of the following conditions exist:

1. The structure is classified as Risk Category III or IV.
2. The structure is a high-rise building.
3. A lateral design is required for the structure or portion thereof.

   Exception: One-story wood framed Group R-3 and Group U Occupancies less than 2,000 square feet in area, provided the adjacent grade is not steeper than 1 unit vertical in 10 units horizontal (10% sloped), assigned to Seismic Design Category D."

4. Such observation is required by the registered design professional responsible for the structural design.
5. Such observation is specifically required by the building official.

9-1-2-1705.3: CONCRETE CONSTRUCTION:
Section 1705.3 of Chapter 17, Part 2 of the CBC is amended and restated as follows:

"**1705.3 Concrete construction.** The special inspections and tests for concrete construction shall be performed in accordance with this section and Table 1705.3.

Exceptions: Special inspections and tests shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock where the structural design of the footing is based on a specified compressive strength, f'c, not more than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

2. Continuous concrete footings supporting walls of buildings three stories or less above grade plane that are fully supported on earth or rock where:
   2.1. The footings support walls of light-frame construction;
   2.2. The footings are designed in accordance with Table 1809.7; or
   2.3. The structural design of the footing is based on a specified compressive strength, f'c, not more than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.
3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 Mpa).
4. Concrete patios, driveways and sidewalks, on grade."

9-1-2-1705.13: SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE:
Section 1705.13 of Chapter 17, Part 2 of the CBC is amended and restated as follows:

"**1705.13 Special inspections for seismic resistance.** Special inspections for seismic resistance shall be required as specified in Sections 1705.13.1 through 1705.13.9, unless exempted by the exceptions of Section 1704.2.

Exception: The special inspections specified in Sections 1705.13.1 through 1705.13.9 are not required for structures designed and constructed in accordance with one of the following:

1. The structure consists of light-frame construction; the design spectral response acceleration at short periods, S_{DS}, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 35 feet (10 668 mm).
2. The seismic force-resisting system of the structure consists of reinforced masonry or reinforced concrete; the design spectral response acceleration at short periods, S_{DS}, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 25 feet (7620 mm)
3. The structure is a detached one- or two-family dwelling not exceeding two stories above grade plane, is not assigned to Seismic Design Category D, E or F, and does not have any of the following horizontal or vertical irregularities in accordance with Section 12.3 of ASCE 7:

   3.1 Torsional or extreme torsional irregularity.
   3.2 Nonparallel systems irregularity.
   3.3 Stiffness-soft story or stiffness-extreme soft story irregularity.
   3.4 Discontinuity in lateral strength-weak story irregularity."

9-1-2-1807.1.4: PERMANENT WOOD FOUNDATION SYSTEMS:
Section 1807.1.4 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1807.1.4 Permanent wood foundation systems.** Permanent wood foundation systems shall be designed and installed in accordance with AWC PWF. Lumber and plywood shall be treated in accordance with AWPA U1 (Commodity Specification A, Special Requirement 4.2) and shall be identified in accordance with Section 2303.1.9.1. Permanent wood foundation systems shall not be used for structures assigned to Seismic Design Category D, E or F."

9-1-2-1807.1.6: PRESCRIPTIVE DESIGN OF CONCRETE AND MASONRY FOUNDATION WALLS:
Section 1807.1.6 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1807.1.6 Prescriptive design of concrete and masonry foundation walls.** Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F."

9-1-2-1807.2: RETAINING WALLS:
Section 1807.2 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1807.2 Retaining walls.** Retaining walls shall be designed in accordance with Section 1807.2.1 through 1807.2.4. Retaining walls assigned to Seismic Design Category D, E or F shall not be partially or wholly constructed of wood."

9-1-2-1809.3: STEPPED FOOTINGS:
Section 1809.3 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1809.3 Stepped footings.** The top surface of footings shall be level. The bottom surface of footings shall be permitted to have a slope not exceeding one unit vertical in 10 units horizontal (10 percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footing or where the surface of the ground slopes more than one unit vertical in 10 units horizontal (10 percent slope).

For structures assigned to Seismic Design Category D, E or F, the stepping requirement shall also apply to the top surface of continuous footings supporting walls. Footings shall be reinforced with four No. 4 deformed reinforcing bars. Two bars shall be placed at the top and bottom of the footings as shown in Figure 1809.3.

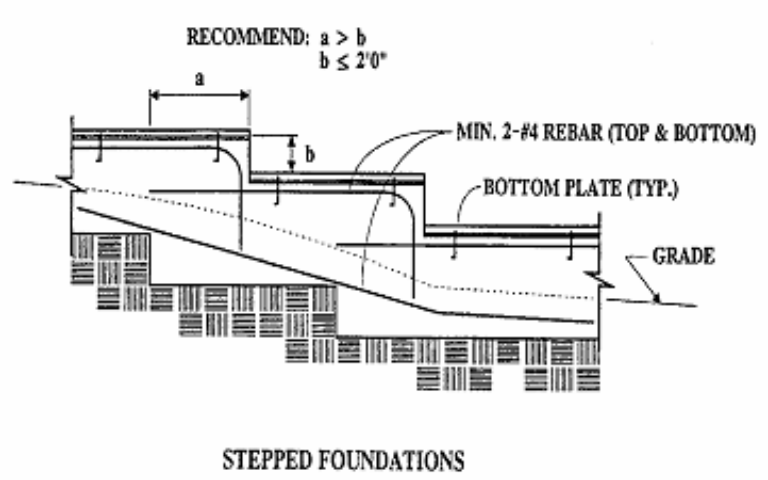


FIGURE 1809.3STEPPED FOOTING"

9-1-2-1809.7: PRESCRIPTIVE FOOTINGS FOR LIGHT-FRAME CONSTRUCTION:

Section 1809.7 and Table 1809.7 of Chapter 18, Part 2 of the CBC are amended and restated as follows:

"**1809.7 Prescriptive footings for light-frame construction.** Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Table 1809.7. Light-frame construction using prescriptive footings in Table 1809.7 shall not exceed one story above grade plane for structures assigned to Seismic Design Category D, E or F.

TABLE 1809.7
PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION [a, b, d, e]

NUMBER OF FLOORS SUPPORTED BY THE FOOTING [f]	WIDTH OF FOOTING (inches)	THICKNESS OF FOOTING (inches)
1	12	6
2	15	6
3	18	8

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

a. Depth of footings shall be in accordance with Section 1809.4.
b. The ground under the floor shall be permitted to be excavated to the elevation of the top of the footing.
d. See Section 1905 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.
e. For thickness of foundation walls, see Section 1807.1.6.
f. Footings shall be permitted to support a roof addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor."

9-1-2-1809.12: TIMBER FOOTINGS:
Section 1809.12 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1809.12 Timber footings.** Timber footings shall be permitted for buildings of Type V construction and as otherwise approved by the Building Official. Such footings shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B). Treated timbers are not required where placed entirely below permanent water level, or where used as capping for wood piles that project above the water level over submerged or marsh lands. The compressive stresses perpendicular to grain in untreated timber footings supported on treated piles shall not exceed 70 percent of the allowable stresses for the species and grade of timber as specified in the ANSI/AWC NDS. Timber footings shall not be used in structures assigned to Seismic Design Category D, E or F."

9-1-2-1810.3.2.4: TIMBER:
Section 1810.3.2.4 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1810.3.2.4 Timber.** Timber deep foundation elements shall be designed as piles or poles in accordance with ANSI/AWC NDS. Round timber elements shall conform to ASTM D25. Sawn timber elements shall conform to DOC PS-20. Timber deep foundation elements shall not be used in structures assigned to Seismic Design Category D, E or F."

9-1-2-1905.1: CONCRETE – SEISMIC REQUIREMENTS:
Section 1905.1 of Chapter 19, Part 2 of the CBC is amended and restated as follows:

"**1905.1 General.** The text of ACI 318 shall be modified as indicated in the following subsections."

9-1-2-1905.6.2: ACI 318, SECTION 14.1.4:
Section 1905.6.2 of Chapter 19, Part 2 of the CBC is amended and restated as follows:

"**1905.6.2 ACI 318, Section 14.1.4.** Delete ACI 318, Section 14.1.4 and replace with the following:

14.1.4 – Plain concrete in structures assigned to Seismic Design Category C, D, E or F.

14.1.4.1 – Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

(a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement or cementitious material per cubic yard.
(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) Plain concrete footings supporting walls are permitted provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

Exception:

1. Detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, are permitted to have plain concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross-sectional area of the footing."

9-1-2-1905.8: ACI 318, SECTION 18.7.5:
The following section is added to Chapter 19, Part 2 of the CBC:

"19059.8311 ACI 318, Section 18.7.5. Modify ACI 318, Section 18.7.5, by adding the following subsections to read as follows:

18.7.5.8 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 18.7.5.1, Items (a) through (c), over the full height of the member.
18.7.5.9 – At any section where the design strength, φP_n, of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 18.7.6.1 and 18.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 18.7.5.1 through 18.7.5.3 shall be provided. For beams framing into opposite sides of the column, the moment components are permitted to be assumed to be of opposite sign. For the determination of the design strength, φP_n, of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis."

9-1-2-1905.9: ACI 318, SECTION 18.10.4:
The following section is added to Chapter 19, Part 2 of the CBC:

"19059.932 ACI 318, Section 18.10.4. Modify ACI 318, Section 18.10.4, by adding subsection 18.10.4.7 to read as follows:

18.10.4.7 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for

resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 18.14."

9-1-2-1905.10: ACI 318, SECTION 18.12.6:
The following section is added to Chapter 19, Part 2 of the CBC:

"19059.1033 ACI 318, Section 18.12.6. Modify ACI 318, Section 18.12.6, by adding subsection 18.12.6.2 to read as follows:

18.12.6.2 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76 mm) or 6 d_b in thickness, where d_b is the diameter of the largest reinforcement in the topping slab."

9-1-2-2304.10.2: FASTENER REQUIREMENTS:
Section 2304.10.2 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2304.10.2 Fastener requirements.** Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.2. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F."

9-1-2-2304.10.3.1: QUALITY OF NAILS:
The following section is added to Chapter 23, Part 2 of the CBC:

"**2304.10.3.1 Quality of nails.** In Seismic Design Category D, E or F, mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails."

9-1-2-2304.12.2.8: WOOD USED IN RETAINING WALLS AND CRIBS:
Section 2304.12.2.8 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2304.12.2.8 Wood used in retaining walls and cribs.** Wood installed in retaining or crib walls shall be preservative treated in accordance with AWPA U1 for soil and freshwater use. Wood shall not be used in retaining or crib walls for structures assigned to Seismic Design Category D, E or F."

9-1-2-2305.4: HOLD-DOWN CONNECTORS:
The following section is added to Chapter 23, Part 2 of the CBC:

"**2305.4 Hold-down connectors.** In Seismic Design Category D, E or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing."

9-1-2-2306.2: WOOD-FRAME DIAPHRAGMS:
Section 2306.2 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2306.2 Wood-frame diaphragms.** Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide."

9-1-2-2306.3: WOOD-FRAME SHEAR WALLS:
Section 2306.3 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2306.3 Wood-frame shear walls.** Wood-frame shear walls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.
2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E or F is 400 pounds per linear foot (plf).
3. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less

than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting members for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

4. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

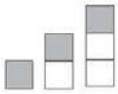
The allowable shear values in Tables 2306.3(1) and 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS."

9-1-2-2307.2: LRFD DESIGN - WOOD-FRAME SHEAR WALLS:
The following section is added to Chapter 23, Part 2 of the CBC:

"**2307.2 Wood-frame shear walls.** Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable."

9-1-2-2308.10: WALL BRACING:
Table 2308.10.1 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

TABLE 2308.10.1[a]
WALL BRACING REQUIREMENTS

SEISMIC DESIGN CATEGORY	STORY CONDITION (SEE SECTION 2308.2)	MAXIMUM SPACING OF BRACED WALL LINES	BRACED PANEL LOCATION, SPACING (O.C.) AND MINIMUM PERCENTAGE (X)			MAXIMUM DISTANCE OF BRACED WALL PANELS FROM EACH END OF BRACED WALL LINE
			Bracing method[b]			
			LIB	DWB, WSP	SFB, PBS, PCP, HPS, GB[c,d]	
A and B		35′- 0″	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
C		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c. (minimum 25% of wall length)[e]	Each end and ≤ 25′- 0″ o.c. (minimum 25% of wall length)[e]	12′- 6″
D and E[f, g, h]		25′- 0″	NP	$S_{DS} < 0.50$: Each end and ≤ 25′- 0″ o.c. (minimum 21% of wall length)[e]	$S_{DS} < 0.50$: Each end and ≤ 25′- 0″ o.c. (minimum 43% of wall length)[e]	8′- 0″
				$0.5 \le S_{DS} < 0.75$: Each end and ≤ 25′- 0″ o.c. (minimum 32% of wall length)[e]	$0.5 \le S_{DS} < 0.75$: Each end and ≤ 25′- 0″ o.c. (minimum 59% of wall length)[e]	
				$0.75 \le S_{DS} \le 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 37% of wall length)[e]	$0.75 \le S_{DS} \le 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 75% of wall length)	
				$S_{DS} > 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 48% of wall length)[e]	$S_{DS} > 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 100% of wall length)[e]	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

NP = Not Permitted.

a. This table specifies minimum requirements for braced wall panels along interior or exterior braced wall lines.

b. See Section 2308.10.3 for full description of bracing methods.

c. For Method GB, gypsum wallboard applied to framing supports that are spaced at 16 inches on center.

d. The required lengths shall be doubled for gypsum board applied to only one face of a braced wall panel.

e. Percentage shown represents the minimum amount of bracing required along the building length (or wall length if the structure has an irregular shape).

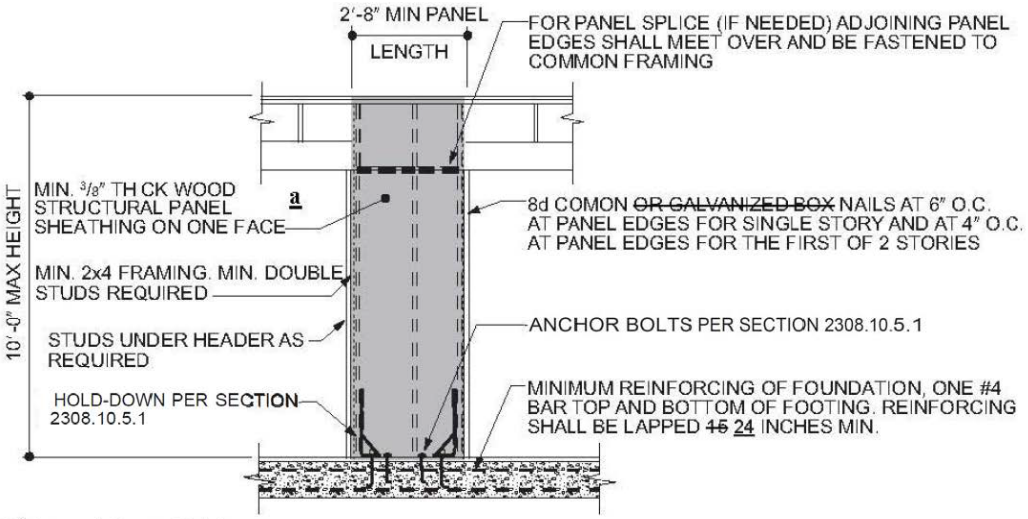
f. DWB, SFB, PBS, and HPS wall braces are not permitted in Seismic Design Categories D or E.

g. Minimum length of panel bracing of one face of the wall for WSP sheathing shall be at least 4'-0" long or both faces of the wall for GB or PCP sheathing shall be at least 8'-0" long; h/w ratio shall not exceed 2:1. Wall framing to which sheathing used for bracing is applied shall be nominal 2 inch wide [actual 1 1/2 inch (38 mm)] or larger members and spaced a maximum of 16 inches on center. Braced wall panel construction types shall not be mixed within a braced wall line.

h. WSP sheathing shall be a minimum of 15/32" thick nailed with 8d common placed 3/8 inches from panel edges and spaced not more than 6 inches on center and 12 inches on center along intermediate framing members.

9-1-2-2308.10.5.1: ALTERNATE BRACED WALL (ABW):
Section 2308.10.5.1 and Figure 2308.10.5.1, of Chapter 23, Part 2 of the CBC are amended and restated as follows:

> **"2308.10.5.1 Alternate braced wall (ABW).** An ABW shall be constructed in accordance with this section and Figure 2308.10.5.1. In one-story buildings, each panel shall have a length of not less than 2 feet 8 inches (813 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with 3/8-inch (3.2 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Table 2304.10.2 and blocked at wood structural panel edges. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports. Two anchor bolts installed in accordance with Section 2308.7.1 shall be provided in each panel. Anchor bolts shall be placed at each panel outside quarter points. Each panel end stud shall have a hold-down device fastened to the foundation, capable of providing an approved uplift capacity of not less than 1,800 pounds (8006 N). The hold-down device shall be installed in accordance with the manufacturer's recommendations. The ABW shall be supported directly on a foundation or on floor framing supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.
>
> Where the ABW is installed at the first story of two-story buildings, the wood structural panel sheathing shall be provided on both faces, three anchor bolts shall be placed at one-quarter points and tie-down device uplift capacity shall be not less than 3,000 pounds (13 344 N)."



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

FIGURE 2308.10.5.1
ALTERNATE BRACED WALL PANEL (ABW)

9-1-2-2308.10.5.2: PORTAL FRAME WITH HOLD-DOWNS (PFH):
Section 2308.10.5.2 and Figure 2308.10.5.2, of Chapter 23, Part 2 of the CBC are amended and restated as follows:

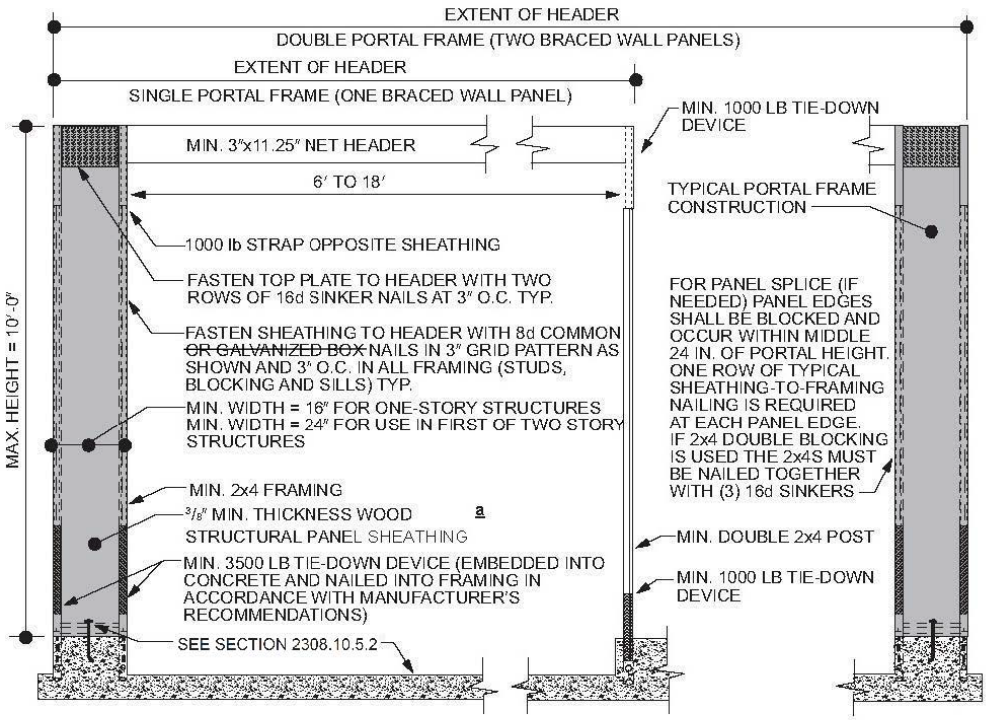
"**2308.10.5.2 Portal frame with hold-downs (PFH).** A PFH shall be constructed in accordance with this section and Figure 2308.10.5.2. The adjacent door or window opening shall have a full-length header.

In one-story buildings, each panel shall have a length of not less than 16 inches (406 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with a single layer of 3/8-inch (9.5 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Figure 2308.10.5.2. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports and in accordance with Figure 2308.10.5.2. The wood structural panel sheathing shall extend up over the solid sawn or glued-laminated header and shall be nailed in accordance with Figure 2308.10.5.2. A built-up header consisting of at least two 2-inch by 12-inch (51 mm by 305 mm) boards, fastened in accordance with Item

24 of Table 2304.10.2 shall be permitted to be used. A spacer, if used, shall be placed on the side of the built-up beam opposite the wood structural panel sheathing. The header shall extend between the inside faces of the first full-length outer studs of each panel. The clear span of the header between the inner studs of each panel shall be not less than 6 feet (1829 mm) and not more than 18 feet (5486 mm) in length. A strap with an uplift capacity of not less than 1,000 pounds (4,400 N) shall fasten the header to the inner studs opposite the sheathing. One anchor bolt not less than 5/8 inch (15.9 mm) diameter and installed in accordance with Section 2308.7.1 shall be provided in the center of each sill plate. The studs at each end of the panel shall have a hold-down device fastened to the foundation with an uplift capacity of not less than 3,500 pounds (15 570 N).

Where a panel is located on one side of the opening, the header shall extend between the inside face of the first full-length stud of the panel and the bearing studs at the other end of the opening. A strap with an uplift capacity of not less than 1,000 pounds (4400 N) shall fasten the header to the bearing studs. The bearing studs shall also have a hold-down device fastened to the foundation with an uplift capacity of not less than 1,000 pounds (4400 N). The hold-down devices shall be an embedded strap type, installed in accordance with the manufacturer's recommendations. The PFH panels shall be supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped not less than 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

Where a PFH is installed at the first story of two-story buildings, each panel shall have a length of not less than 24 inches (610 mm)."



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.448 N.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

FIGURE 2308.10.5.2
PORTAL FRAME WITH HOLD-DOWNS (PFH)

9-1-2-2308.10.8.1: FOUNDATION REQUIREMENTS:
Section 2308.10.8.1 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2308.10.8.1 Foundation requirements.** Braced wall lines shall be supported by continuous foundations.

Exception: For structures with a maximum plan dimension not more than 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures assigned to Seismic Design Category A, B, or C.

For structures in Seismic Design Categories D and E, exterior braced wall panels shall be in the same plane vertically with the foundation or the portion of the structure containing the offset shall be designed in accordance with accepted engineering practice and Section 2308.3"

9-1-2-2308.10.9: ATTACHMENT OF SHEATHING:
Section 2308.10.9 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2308.10.9 Attachment of sheathing.** Fastening of braced wall panel sheathing shall not be less than that prescribed in Tables 2308.10.1 or 2304.10.2. Wall

sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inches (6096 mm) intervals along the top plate of discontinuous vertical framing."

9-1-2-3114.1: INTERMODAL SHIPPING CONTAINERS:
Section 3114.1 of Chapter 31, Part 2 of the CBC is amended to include the following subsection:

"Exceptions:

6. Single-unit stand-alone intermodal shipping containers used as temporary storage or construction trailer on active construction sites. construction support facilities for uses and activities not directly associated with the actual processes of construction, including but not limited to, offices, meeting rooms, plan rooms, other administrative or support."

9-1-2-3203: BUILDING ON PUBLIC EASEMENT PROHIBITED:
The following section is added to Chapter 32, Part 2 of the CBC:

"**SECTION 3203**
BUILDING ON PUBLIC EASEMENT PROHIBITED

3203.1 Prohibition. No person shall erect, construct, alter, repair, raise, build or move any permanent building, structure, paving, or portion thereof, upon any easement or right-of-way, reserved by the original grantor of a lot or parcel of land or conveyed, granted or dedicated to the City for drainage or public utility purposes, including the construction and maintenance of pipes, conduits, open ditches, poles, wires or other facilities for conveying gas, electricity, power, water, telephone and telegraph service or sewerage to and from property within the City, without the written consent of the City or owner of the easement or right-of-way, as the case may be. The records of the County Recorder of the County shall be prima facie, but not conclusive, proof of the existence of such easement or right-of-way."

9-1-2-3302.4: CONSTRUCTION FENCING:
The following section is added to Chapter 33, Part 2 of the CBC:

"**3302.4 Construction fencing.** In addition to the requirements of Section 3306 of the California Building Code, Protection of Pedestrians, every construction site shall be enclosed by a barrier to prevent unauthorized access.

The barrier shall extend the entire perimeter of the construction site. Openings shall be protected by gates that shall be kept closed and locked during non-operational hours.

EXCEPTION:
1. Construction fencing may be removed during operational hours to permit access for construction activity. The construction fencing shall be replaced during non-operational hours. Construction fencing is not required to extend beyond existing site fencing provided the fencing is located solely upon the private property upon which such work is being done."

9-1-2-3305.1: FACILITIES REQUIRED:
Section 3305.1 of Chapter 33, Part 2 of the CBC is amended and restated as follows:

"**3305.1 Facilities required.** Sanitary facilities shall be provided during construction, remodeling or demolition activities in accordance with the *California Plumbing Code*.

EXCEPTION:
In lieu of flush water closets, chemical toilets may be provided. Chemical toilets shall be located solely upon the private property upon which such work is being done. The toilets shall be located and maintained to prevent them from becoming a nuisance to the adjoining properties."

9-1-2-3305.2: GARBAGE CONTAINERS:
The following section is added to Chapter 33, Part 2 of the CBC:

"**3305.2 Garbage containers.** Garbage containers shall be provided during construction, remodeling or demolition activities. Garbage containers shall be located solely upon the private property upon which such work is being done. The containers shall be located and maintained to prevent them from becoming a nuisance to the adjoining properties.

EXCEPTION:
Garbage containers for which a valid encroachment permit has been issued by the Public Works Department.

9-1-2-C105: (APPENDIX C) COMMERCIAL STABLES:
The following section is added to Appendix C, Part 2 of the CBC:

"**SECTION C105**
COMMERCIAL STABLES

C105.1 Commercial stable defined. As used in this section, "commercial stable" shall mean all enclosed structures designed or used commercially to shelter

horses. Enclosure shall be by means of permanent walls beneath the roof of the structure and shall be solid except for necessary ventilation and access opening.

C105.2 Automatic fire-extinguishing systems required. All commercial stables shall be equipped with automatic fire-extinguishing systems which comply with Section 903 of the California Building Code.

C105.3 Living quarters; separation and fire-walls required. Living quarters in separate structures on the premises shall be separated from commercial stables by a 13 foot yard. Living quarters in commercial stables shall be separated from the stable area by a one-hour, unpierced occupancy separation wall.

C105.6 Exceptions.

1. Automatic fire-extinguishing systems are not required in stables of Type IA construction.
2. Existing commercial stables may install fire-resistive separations and automatic fire-extinguishing systems providing minimum coverage and approved by the Building and Fire Departments in accordance with the following minimum standards:
   (a) The automatic fire-extinguishing system shall be supplied through a separate meter by a two-inch line equipped with a water-flow-alarm system. Sprinkler heads shall be taken off the two-inch main line with a three-quarter inch line. One sprinkler head shall be installed in each stall; and in all other areas one sprinkler head shall be installed in each room division not exceeding one sprinkler head for each 100 square feet.
   (b) Fire-resistive separations shall be one-hour unpierced fire-resistive separations installed in existing commercial stables in excess of 200 feet in length with separation every 400 square feet or every 40 lineal feet, whichever provides the greater number of separations."

9-1-2-G101.6: (APPENDIX G) FLOOD-RESISTANT CONSTRUCTION- WARNING AND DISCLAIMER OF LIABILITY:
The following section is added to Appendix G, Part 2 of the CBC:

"**G101.6 Warning and disclaimer of liability.** The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the City, any officer or employee thereof for any flood damages that result from reliance on this article, or any administrative decision lawfully made thereunder."

9-1-2-G103.2: (APPENDIX G) ESTABLISHMENT OF FLOOD HAZARD AREA:
Section G103.2 of Appendix G, Part 2 of the CBC is amended as follows:

Insert: “January 1, 2011” into the [Date] field in Section G103.2 of Appendix G of the California Building Code.

9-1-2-G104.11: (APPENDIX G) DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR:
The following sections are added to Appendix G, Part 2 of the CBC:

“G104.11 Duties and responsibilities of the floodplain administrator.

G104.11.1 Definition - Floodplain administrator. "FLOODPLAIN ADMINISTRATOR" means the Public Works Director or his designee.

G104.11.2 Duties - Floodplain administrator. The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to:

A. PERMIT REVIEW.
1. Review all development permits to determine that the permit requirements of this article have been satisfied;
2. All other required state and federal permits have been obtained;
3. The site is reasonably safe from flooding;
4. Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City.

B. USE OF OTHER BASE FLOOD DATA.
When base flood elevation data has not been provided in accordance with Section 1612A of the California Building Code, the Floodplain Administrator shall determine the design flood elevations in accordance with Section G104.3, Appendix G, of the California Building Code. Any such information shall be submitted to the Council for adoption.

C. CHANGES IN WATERCOURSE.
Whenever a watercourse is to be altered or relocated:
1. Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;
2. Require that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.

D. PUBLIC INSPECTION.
Obtain and maintain for public inspection and make available as needed the flood hazard documentation required in Section 1612A.4 of the California Building Code.

E. INTERPRETATIONS.
Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section G106, Appendix G of the California Building Code.

F. ENFORCEMENT.
Take action to remedy violations of this article as specified in Section 114 of the California Building Code."

9-1-2-J104.5: (APPENDIX J) FEES, BONDS AND INSURANCE - EXCAVATION AND GRADING:
The following section is added to Appendix J, Part 2 of the CBC:

"**J104.5 Fees, bonds and insurance - excavation and grading.**

A. Fees shall be assessed in accordance with the provisions of this section and as set forth in the Burbank Fee Resolution.

B. The Building Official shall require bonds in such form and amounts as may be deemed necessary to ensure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.

(i) BOND REQUIREMENTS.
Whenever an application for a grading permit is filed for the excavation or fill of 250 cubic yards or more in the Hillside Area, as defined in Diagram 10-1-606(A) of the Burbank Municipal Code, or for the excavation or fill of 500 cubic yards or more in other areas, and the nature of the work is such that if left incomplete it will create a hazard to human life or endanger adjoining property, or property at a higher or lower level, or to any street or street improvement or any other public property, the Building Official shall, before issuing the grading permit, require the applicant to guarantee faithful performance and payment of labor and material in an amount determined by the Building Official, which shall be not less than 100 percent of the total estimated cost of the work, including corrective work necessary to remove or eliminate geological hazards. An additional cash deposit may be required by the Building Official in the form of a cash bond sufficient to cover the cost of site cleanup and debris

removal. Where grading is required on property adjacent to the grading site to complete a project satisfactorily, the owner of the adjacent property need not provide additional security if the original guarantee is of sufficient amount to include such additional grading. Each bond and agreement shall remain in effect until the work authorized by the grading permit is completed and approved by the Building Official.

(ii) TYPE OF BOND.
A guarantee of faithful performance and payment of labor and material, when required under the provisions of this section, shall be provided by one of the following methods:

(a) A bond executed by the applicant, as principal, and a corporate surety authorized to do business in the State of California, as surety, and in a form furnished by the Building Official and approved by the City Attorney.
(b) A cash deposit with the City.
(c) An instrument or instruments of credit from one or more financial institutions subject to regulation by the State or Federal government pledging that the funds necessary to meet the performance are on deposit and guaranteed for payment, and an agreement that the funds designated by the instrument shall become trust funds for the purpose of securing faithful performance and payment of labor and material. The instrument of credit and the agreement shall first be approved by the City Attorney.

(iii) PROCEDURE ON DEFAULT.
(a) Whenever the Building Official shall find that a default has occurred in the performance of any term or condition of any grading permit, written notice of the fact of default shall be given to the principal and to the corporate surety, financial institution or the depositor, stating the work to be done, and the period of time deemed by the Building Official to be reasonably necessary for the completion of such work. Thirty days after the receipt of such notice the principal or the surety shall perform or cause the required work to be performed by commencing and diligently prosecuting the work to its completion; but if they or either or both of them should fail to commence such work within 30 days, or having so commenced the work fail, neglect or refuse to proceed diligently to complete the same within the time so specified in the notice, then the City may enter the premises and do the work, and the cost and expense of doing the work so specified shall be the obligation of the principal and the surety, and shall be a part of the terms of the performance bond in consideration of the issuance of the grading permit. The principal and surety of such bond, if any, shall upon completion of the work, be released

from their obligation, after deducting and paying the City the cost of such work plus 10 percent of the total cost of such required work.

(b) If a cash bond has been posted, notice of default as provided by the preceding paragraph shall be given to the depositor, and if the depositor fails to cause the required work to be resumed as set forth in the notice within 30 days after receipt thereof, the Building Official shall proceed without delay and without further notice or proceedings whatsoever to use the cash deposited, or any portion thereof, and cause the required work to be completed by such mode as the Building Official deems convenient. After deducting the cost of such work plus 10 percent of the total cost of such required work, the balance of such cash deposit, if any, shall, upon completion of the work, be returned to the depositor or the depositor's successor or assigns.

(c) If an instrument of credit is used to guarantee performance, notice of default shall be given, as provided in paragraph (i) hereof, to the principal and to the financial institution issuing the instrument of credit, and if the principal fails to cause the required work to be resumed as set forth in the notice within 30 days after the receipt thereof, the Building Official shall make a demand upon the financial institution for the payment of the estimated costs from the trust fund held by the financial institution pursuant to the agreement. Upon receipt of said sum, the Building Official shall proceed without delay and without further notice or proceedings whatsoever to use the sum, or any portion thereof, and cause the required work to be completed by such mode as the Building Official deems convenient. After deducting the cost of such work plus 10 percent of the total cost of such required work, the balance of such sum, if any, shall, upon the completion of the work, be returned to the financial institution, its successors or assigns; but if the financial institution fails or refuses to pay over said sum, then Building Official shall proceed as in paragraph (1) hereof and shall look to said institution for the costs and expenses of the work, and the contractual liability of such institution therefore shall be a term or condition of its agreement.

C. INSURANCE REQUIREMENTS.

(i) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.
The contractor shall assume all responsibility for damages to property, including property of the City, or injuries to persons, including accidental death, which may be caused by the contractor's performance of work under any grading permit, whether such performance be by the contractor, his/her subcontractor or anyone directly or indirectly employed by the contractor

and whether such damage shall accrue or be discovered before or after completion or termination of his/her contract. The contractor shall take out and maintain during the life of the grading permit a comprehensive liability policy, including contractual liability, as shall adequately protect the contractor and the City from claims for such damages, naming the City as an additional insured under the policy in an amount sufficient in the estimation of the Building Official to protect the City.

(ii) CERTIFICATE OF INSURANCE.
The contractor shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. The City shall be named as an additional insured on a separate endorsement attached to the certificate. The separate endorsement shall contain a statement of the obligation on the part of the insurance carrier to notify the City of any material change, cancellation, or termination of the coverage at least 30 days in advance of the effective date of any such material change, cancellation, or termination. The required certificate of insurance and separate endorsement shall be furnished by the contractor prior to the issuance of the grading permit. No such certificate of insurance or separate endorsement shall qualify until it has been approved as to form by the City."

9-1-2-J105.3: (APPENDIX J) CONSTRUCTION SITE MAINTENANCE-EXCAVATION AND GRADING:
The following section is added to Appendix J, Part 2 of the CBC:

"**J105.3 Construction site maintenance-excavation and grading.** Construction site maintenance, including fugitive dust control, hauling, roadway maintenance, watering, sweeping, erosion control, spillage, material and debris control, soil treatment, and environmental monitoring shall be in accordance with Article 4, Chapter 3 of Title 9 of the Burbank Municipal Code."

9-1-2-J110.3: (APPENDIX J) MAINTENANCE OF PROTECTIVE DEVICES - EXCAVATION AND GRADING:
The following section is added to Appendix J, Part 2 of the CBC:

"**J110.3 Maintenance of protective devices - excavation and grading.** The owner of any property on which grading or an excavation or fill has been made pursuant to a grading permit granted hereunder, and any other person or agent in control of such property, shall maintain in good condition and repair all retaining walls, cribbing, drainage structures, and other protective devices, including planting, and irrigation systems, shown in the approved plans and specifications submitted with the application for a grading permit or subsequently required by the Building Official."

ARTICLE 2R. CALIFORNIA RESIDENTIAL CODE

9-1-2R: ADOPTION OF THE 2025 CALIFORNIA RESIDENTIAL CODE:
Part 2.5 of Title 24 of the California Code of Regulations, also known as the "California Residential Code," which is part of the California Building Standards Code, 2025 Edition, together with Appendices BB and BF, as adopted by the California Building Standards Commission is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-2R-R101.1: TITLE:
Section R101.1 of Chapter 1, Part 2.5 of the CBC is amended and restated as follows:

> "**R101.1 Title.** These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* of the City of Burbank, and shall be cited as such and will be referred to herein as "this code.""

9-1-2R-R301.1.3.2: WOODFRAME STRUCTURES: Section R301.1.3.2 of Chapter 3, Part 2.5 of the CBC is amended and restated as follows:

> "**R301.1.3.2 Woodframe structures.** The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of woodframe construction more than two stories and basement in height located in Seismic Design Category A, B or C. Notwithstanding other sections of law, the law establishing these provisions is found in Business and Professions Code Sections 5537 and 6737.1.
>
> The building official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than one story in height or with a basement located in Seismic Design Category D_0, D_1, or D_2."

9-1-2R-R301.1.5: SEISMIC DESIGN PROVISIONS FOR BUILDINGS CONSTRUCTED ON OR INTO SLOPES STEEPER THAN ONE UNIT VERTICAL IN THREE UNITS HORIZONTAL (33.3 PERCENT SLOPE):
The following section is added to Chapter 3, Part 2.5 of the CBC:

> "**R301.1.5 Seismic design provisions for buildings constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope).** The design and construction of new buildings and additions to existing buildings when constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope) shall comply with Section 9-1-2-1613.9 of the Burbank Municipal Code."

9-1-2R-R301.2: CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA:
Table R301.2(1) of Chapter 3, Part 2.5 of the CBC is amended and restated as follows:

"Buildings shall be constructed in accordance with the provisions of this code and amended by the provisions of this section. Additional local jurisdiction criteria is set forth in Table R301.2(1) below.

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM		
	SPEED[d] (MPH)	TOPOGRAPHIC EFFECTS[k]		WEATHERING[a]	FROST LINE DEPTH[b]	TERMITE[c]
No	110	No	D_0, D_1, D_2 & E	Negligible	No	Yes

WINTER DESIGN TEMP[e]	ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
42.3	No	a. Date of regular entry: Jan. 23, 1981 b. Date of Flood Insurance Study: Mar. 26, 1981 c. Community Number: 065018 Panel Numbers: 1328, 1329, 1330, 1335, 1337, 1339, 1345 Date of FIRM: Sept. 26, 2008	0	63.9

(For Notes a-k, see 2025 California Residential Code, Table R301.2(1))"

9-1-2R-R301.2.2.6: IRREGULAR BUILDINGS:
Subsections (1), (3), and (5) of Section R301.2.2.6 of Chapter 3, Part 2.5 of the CBC are amended and restated as follows:

"1. **Shear wall or braced wall offsets out of plane**. Conditions where exterior shear wall lines or braced wall panels are not in one plane vertically from the foundation to the uppermost story in which they are required.

3. **Shear wall or braced wall offsets in plane**. Conditions where the end of a braced wall panel occurs over an opening in the wall below.

5. **Floor level offset**. Conditions where portions of a floor level are vertically offset."

9-1-2R-R301.2.2.11: ANCHORAGE OF MECHANICAL, ELECTRICAL, OR PLUMBING COMPONENTS AND EQUIPMENT:
The following section is added to Chapter 3, Part 2.5 of the CBC:

"**R301.2.2.11 Anchorage of mechanical, electrical, or plumbing components and equipment.** Mechanical, electrical, or plumbing components and equipment

shall be anchored to the structure. Anchorage of the components and equipment shall be designed to resist loads in accordance with the California Building Code and ASCE 7, except where the component is positively attached to the structure and flexible connections are provided between the component and associated ductwork, piping, and conduit; and either

1. The component weighs 400 lb (1,780 N) or less and has a center of mass located 4 ft (1.22 m) or less above the supporting structure; or

2. The component weighs 20 lb (89 N) or less or, in the case of a distributed system, 5 lb/ft (73 N/m) or less.

9-1-2R-R401.1: FOUNDATIONS:
Section R401.1 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R401.1 Application.** The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2 shall meet the provisions of Section R306. Wood foundations shall be designed and installed in accordance with AWC PWF.

Exception: The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have no more than two floors and a roof.

2. When interior basement and foundation walls are constructed at intervals not exceeding 50 feet (15 240 mm).

Wood foundations in Seismic Design Category D_0, D_1, or D_2 shall not be permitted.

Exception: In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 120 square feet, the building height does not exceed 10 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches."

9-1-2R-R403.1.2: CONTINUOUS FOOTING IN SEISMIC DESIGN CATEGORIES D_0, D_1 AND D_2:
Section R403.1.2 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R403.1.2. Continuous footing in seismic design categories D_0, D_1 and D_2.** Exterior walls of buildings located in Seismic Design Categories D_0, D_1 and D_2 shall be supported by continuous solid or fully grouted masonry or concrete footings. All

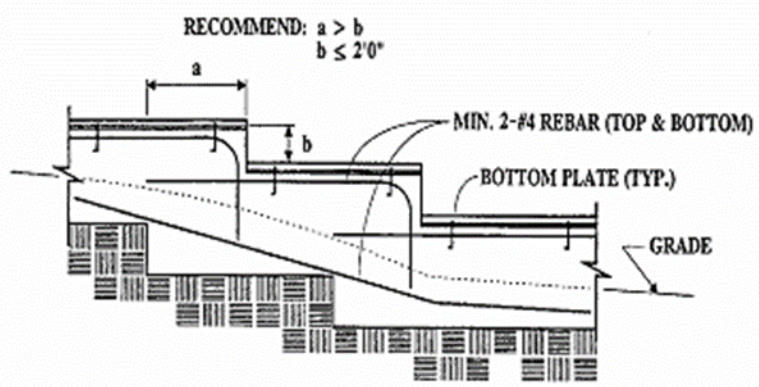
required interior braced wall panels in buildings located in Seismic Design Categories D_0, D_1 and D_2 shall be supported on continuous foundations."

9-1-2R-R403.1.3.6: ISOLATED CONCRETE FOOTINGS:
Section R403.1.3.6 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R403.1.3.6. Isolated concrete footings.** In detached one- and two-family dwellings located in Seismic Design Category A, B, or C, that are three stories or less in height, and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted."

9-1-2R-R403.1.5: SLOPE:
Section R403.1.5 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R403.1.5. Slope.** The top surface of footings shall be level. The bottom surface of footings shall not have a slope exceeding 1 unit vertical in 10 units horizontal (10-percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footings or where the slope of the bottom surface of the footings will exceed 1 unit vertical in 10 units horizontal (10-percent slope). For structures assigned to Seismic Design Categories D_0, D_1 or D_2, stepped



STEPPED FOUNDATIONS

footings shall be reinforced with four No. 4 rebar. Two bars shall be placed at the top and bottom of the footings as shown in Figure R403.1.5.

FIGURE R403.1.5
STEPPED FOOTING"

9-1-2R-R404.2: WOOD FOUNDATION WALLS:
Section R404.2 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R404.2 Wood foundation walls.** Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with

the details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D_0, D_1 or D_2."

9-1-2R-R501.1: FLOORS:
Section R501.1 of Chapter 5, Part 2.5 of the CBC is amended and restated as follows:

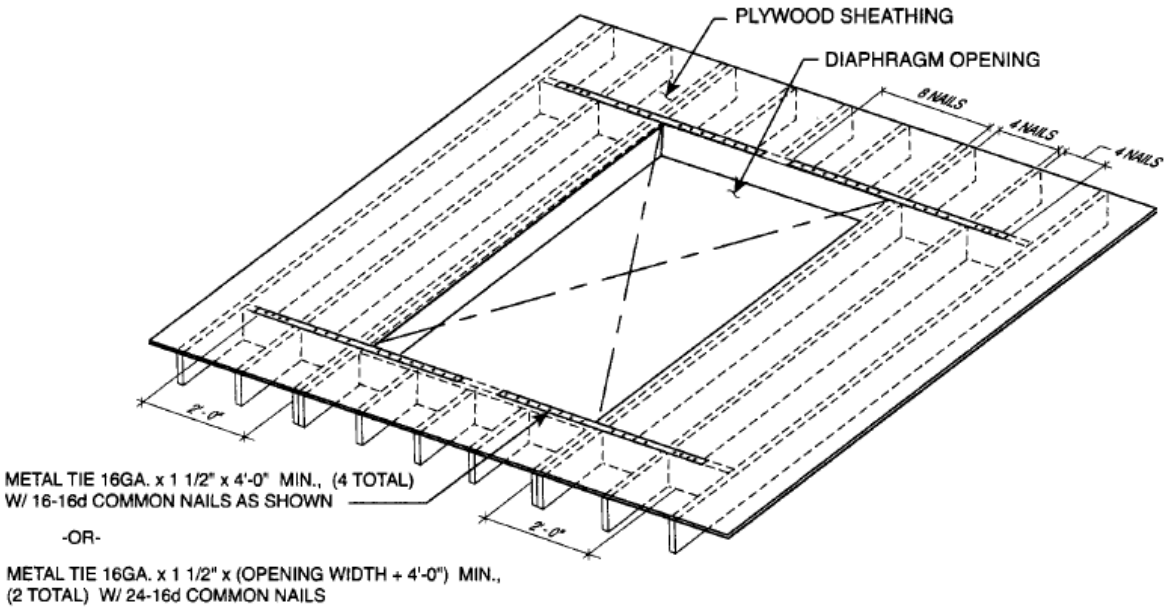
"**R501.1 Application.** The provisions of this chapter shall control the design and construction of the floors for buildings, including the floors of attic spaces used to house mechanical or plumbing fixtures and equipment. Mechanical or plumbing fixtures and equipment shall be attached or anchored to the structure in accordance with Section 9-1-2R-R301.2.2.11 of the Burbank Municipal Code."

9-1-2R-R503.2.4: OPENINGS IN HORIZONTAL DIAPHRAGMS:

The following section (including Figure R503.2.4) is added to Chapter 5, Part 2.5 of the CBC:

"**R503.2.4 Openings in Horizontal Diaphragms.** Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) shall be constructed in accordance with Figure R503.2.4.

1. Blockings shall be provided beyond headers.
2. Metal ties not less than 0.058 inch [1.47 mm (16 galvanized gage)] by 1.5 inches (38 mm) wide with eight 16d common nails on each side of the header-joist intersection. The metal ties shall have a minimum yield of 33,000 psi (227 MPa).
3. Openings in diaphragms shall be further limited in accordance with Section R301.2.2.6.



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R503.2.4
OPENINGS IN HORIZONTAL DIAPHRAGMS"

9-1-2R-R602.3(1): FASTENING SCHEDULE:
The following line items and footnotes within Table R602.3(1) of Chapter 6, Part 2.5 of the CBC are amended and restated as follows:

"TABLE R602.3(1)—continued
FASTENING SCHEDULE

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER [a, b, c]	SPACING AND LOCATION	
20 [k]	1″ × 6″ sheathing to each bearing	3-8d box ($2^1/_2$″ × 0.113″); or 2-8d common ($2^1/_2$″ × 0.131″); or 2-10d box (3″ × 0.128″); or 2 staples, 1″ crown, 16 ga., $1^3/_4$″ long	Face nail	
21 [k]	1″ × 8″ and wider sheathing to each bearing	3-8d box ($2^1/_2$″ × 0.113″); or 3-8d common ($2^1/_2$″ × 0.131″); or 3-10d box (3″ × 0.128″); or 3 staples, 1″ crown, 16 ga., $1^3/_4$″ long	Face nail	
		Wider than 1″ × 8″ 4-8d box ($2^1/_2$″ × 0.113″); or 3-8d common ($2^1/_2$″ × 0.131″); or 3-10d box (3″ × 0.128″); or 4 staples, 1″ crown, 16 ga., $1^3/_4$″ long		
Floor				
24 [k]	1″ × 6″ subfloor or less to each joist	3-8d box ($2^1/_2$″ × 0.113″); or 2-8d common ($2^1/_2$″ × 0.131″); or 3-10d box (3″ × 0.128″); or 2 staples, 1″ crown, 16 ga., $1^3/_4$″ long	Face nail	
Other wall sheathing[g]				
34 [k]	$1/_2$″ structural cellulosic fiberboard sheathing	$1^1/_2$″ x 0.120" galvanized roofing nail, $^7/_{16}$″ head diameter, or $1^1/_4$″ long 16 ga. staple with $^7/_{16}$″ or 1″ crown	3	6
35 [k]	$25/_{32}$″ structural cellulosic fiberboard sheathing	$1^3/_4$″ x 0.120" galvanized roofing nail, $^7/_{16}$″ head diameter, or $1^1/_4$″	3	6

		long 16 ga. staple with $^{7}/_{16}$″ or 1″ crown		
36 k	$^{1}/_{2}$″ gypsum sheathing[d]	11/2” x 0.120” galvanized roofing nail, 7/16” head diameter, or 1¼” long, 16 ga.; staple galvanized, 11/2" long; 7 /16” or 1” crown or 11/4" screws, Type W or S	7	7
37 k	$^{5}/_{8}$″ gypsum sheathing[d]	13/4" x 0.120” galvanized roofing nail, 7/16” head diameter, or 16 ga. staple galvanized, 1 5/8" long; 7 /16” or 1” crown or 1 1/4" screws, Type W or S	7	7

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s; 1 ksi = 6.895 MPa.

TABLE R602.3(1) — continued
FASTENING SCHEDULE

k. Use of staples in roof, floor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, or D_2.”

9-1-2R-R602.3.2: TOP PLATE:

The “Exception” to Section R602.3.2, the “Single Top-Plate Splice Connection Details” of Table R602.3.2, and footnote “a” to Table R602.3.2, of Chapter 6, Part 2.5 of the CBC are amended and restated as follows:

“**Exception:** In other than Seismic Design Category D_0, D_1 or D_2, a single top plate used as an alternative to a double top plate shall comply with the following:

1. The single top plate shall be tied at corners, intersecting walls, and at in-line splices in straight wall lines in accordance with Table R602.3.2.
2. The rafters or joists shall be centered over the studs with a tolerance of not more than 1 inch (25 mm).
3. Omission of the top plate is permitted over headers where the headers are adequately tied to adjacent wall sections in accordance with Table R602.3.2.

TABLE R602.3.2
SINGLE TOP-PLATE SPLICE CONNECTION DETAILS

CONDITION	TOP-PLATE SPLICE LOCATION			
	Corners and intersecting walls		Butt joints in straight walls	
	Splice plate size	Minimum nails each side of joint	Splice plate size	Minimum nails each side of joint
Structures in SDC A-C; ~~and in SDC D_0, D_1 and D_2 with braced wall line spacing less than 25 feet~~	3″ × 6″ × 0.036″ galvanized steel plate or equivalent	(6) 8d box ($2^{1}/_{2}$″ × 0.113″) nails	3′ × 12″ × 0.036″ galvanized steel plate or equivalent	(12) 8d box ($2^{1}/_{2}$″ × 0.113″) nails
~~Structures in SDC D_0, D_1 and D_2, with braced wall line spacing greater than or equal to 25 feet~~	~~3″ × 8″ by 0.036″ galvanized steel plate or equivalent~~	~~(9) 8d box ($2^{1}/_{2}$″ × 0.113″) nails~~	~~3′ × 16″ × 0.036″ galvanized steel plate or equivalent~~	~~(18) 8d box ($2^{1}/_{2}$″ × 0.113″) nails~~

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. Staples shall have a minimum crown width of 7/16-inch on diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, or D_2."

9-1-2R-R602.10.2.3: MINIMUM NUMBER OF BRACED WALL PANELS:
Section R602.10.2.3 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

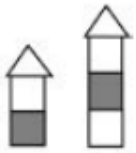
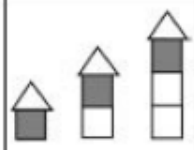
"**R602.10.2.3 Minimum number of braced wall panels.** Braced wall lines with a length of 16 feet (4877 mm) or less shall have not less than two braced wall panels of any length or one braced wall panel equal to 48 inches (1219 mm) or more. Braced wall lines greater than 16 feet (4877 mm) shall have not less than two braced wall panels. No braced wall panel shall be less than 48 inches in length in Seismic Design Category D_0, D_1, or D_2."

9-1-2R-R602.10.3: TABLE R602.10.3(3):

Table R602.10.3(3) of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

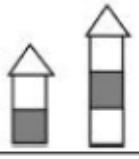
"

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

• WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a, g]				
Seismic Design Category[b]	Story Location	Braced Wall Line Length (feet)[c]	Method LIB[d]	Method GB[d]	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[e]	Methods WSP, ABW[f], PFH[f] and PFG[e, f]	Methods CS-WSP, CS-G, CS-PF
C (townhouses only)		10	2.5	2.5	2.5	1.6	1.4
		20	5.0	5.0	5.0	3.2	2.7
		30	7.5	7.5	7.5	4.8	4.1
		40	10.0	10.0	10.0	6.4	5.4
		50	12.5	12.5	12.5	8.0	6.8
		10	NP	4.5	4.5	3.0	2.6
		20	NP	9.0	9.0	6.0	5.1
		30	NP	13.5	13.5	9.0	7.7
		40	NP	18.0	18.0	12.0	10.2
		50	NP	22.5	22.5	15.0	12.8
		10	NP	6.0	6.0	4.5	3.8
		20	NP	12.0	12.0	9.0	7.7
		30	NP	18.0	18.0	13.5	11.5
		40	NP	24.0	24.0	18.0	15.3
		50	NP	30.0	30.0	22.5	19.1
D_0		10	NP	~~2.8~~ 5.6	~~2.8~~ 5.6	1.8	1.6
		20	NP	~~5.5~~ 11.0	~~5.5~~ 11.0	3.6	3.1
		30	NP	~~8.3~~ 16.6	~~8.3~~ 16.6	5.4	4.6
		40	NP	~~11.0~~ 22.0	~~11.0~~ 22.0	7.2	6.1
		50	NP	~~13.8~~ 27.6	~~13.8~~ 27.6	9.0	7.7
		10	NP	~~5.3~~ NP	~~5.3~~ NP	3.8	3.2
		20	NP	~~10.5~~ NP	~~10.5~~ NP	7.5	6.4
		30	NP	~~15.8~~ NP	~~15.8~~ NP	11.3	9.6
		40	NP	~~21.0~~ NP	~~21.0~~ NP	15.0	12.8
		50	NP	~~26.3~~ NP	~~26.3~~ NP	18.8	16.0
		10	NP	~~7.3~~ NP	~~7.3~~NP	5.3	4.5
		20	NP	~~14.5~~ NP	~~14.5~~ NP	10.5	9.0
		30	NP	~~21.8~~ NP	~~21.8~~ NP	15.8	13.4
		40	NP	~~29.0~~ NP	~~29.0~~ NP	21.0	17.9
		50	NP	~~36.3~~ NP	~~36.3~~ NP	26.3	22.3

(continued)

TABLE R602.10.3(3)—continued
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

• WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a, b]				
Seismic Design Category[b]	Story Location	Braced Wall Line Length (feet)[c]	Method LIB[d]	Method GB	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[e]	Methods WSP, ABW[f], PFH[f] and PFG[e, f]	Methods CS-WSP, CS-G, CS-PF
D_1		10	NP	~~3.0~~ 6.0	~~3.0~~ 6.0	2.0	1.7
		20	NP	~~6.0~~ 12.0	~~6.0~~ 12.0	4.0	3.4
		30	NP	~~9.0~~ 18.0	~~9.0~~ 18.0	6.0	5.1
		40	NP	~~12.0~~ 24.0	~~12.0~~ 24.0	8.0	6.8
		50	NP	~~15.0~~ 30.0	~~15.0~~ 30.0	10.0	8.5
		10	NP	~~6.0~~ NP	~~6.0~~ NP	4.5	3.8
		20	NP	~~12.0~~ NP	~~12.0~~ NP	9.0	7.7
		30	NP	~~18.0~~ NP	~~18.0~~ NP	13.5	11.5
		40	NP	~~24.0~~ NP	~~24.0~~ NP	18.0	15.3
		50	NP	~~30.0~~ NP	~~30.0~~ NP	22.5	19.1
		10	NP	~~8.5~~ NP	~~8.5~~ NP	6.0	5.1
		20	NP	~~17.0~~ NP	~~17.0~~ NP	12.0	10.2
		30	NP	~~25.5~~ NP	~~25.5~~ NP	18.0	15.3
		40	NP	~~34.0~~ NP	~~34.0~~ NP	24.0	20.4
		50	NP	~~42.5~~ NP	~~42.5~~ NP	30.0	25.5
D_2[b]		10	NP	~~4.0~~ 8.0	~~4.0~~ 8.0	2.5	2.1
		20	NP	~~8.0~~ 16.0	~~8.0~~ 16.0	5.0	4.3
		30	NP	~~12.0~~ 24.0	~~12.0~~ 24.0	7.5	6.4
		40	NP	~~16.0~~ 32.0	~~16.0~~ 32.0	10.0	8.5
		50	NP	~~20.0~~ 40.0	~~20.0~~ 40.0	12.5	10.6
		10	NP	~~7.5~~ NP	~~7.5~~ NP	5.5	4.7
		20	NP	~~15.0~~ NP	~~15.0~~ NP	11.0	9.4
		30	NP	~~22.5~~ NP	~~22.5~~ NP	16.5	14.0
		40	NP	~~30.0~~ NP	~~30.0~~ NP	22.0	18.7
		50	NP	~~37.5~~ NP	~~37.5~~ NP	27.5	23.4
	Three-story dwelling	10	NP	NP	NP	NP	NP
		20	NP	NP	NP	NP	NP
		30	NP	NP	NP	NP	NP
		40	NP	NP	NP	NP	NP
		50	NP	NP	NP	NP	NP
	Cripple wall below one- or two-story dwelling	10	NP	NP	NP	7.5	6.4
		20	NP	NP	NP	15.0	12.8
		30	NP	NP	NP	22.5	19.1
		40	NP	NP	NP	30.0	25.5
		50	NP	NP	NP	37.5	31.9

(continued)

a. Linear interpolation shall be permitted.

b. Interpolation of bracing length between the S_{ds} values associated with the seismic design categories shall be permitted when a site-specific S_{ds} value is determined in accordance with Section 1613.2 of the California Building Code.

c. Where the braced wall line length is greater than 50 feet, braced wall lines shall be permitted to be divided into shorter segments having lengths of 50 feet or less, and the amount of bracing within each segment shall be in accordance with this table.

d. Method LIB shall have gypsum board fastened to not less than one side with nails or screws

in accordance with Table R602.3(1) for exterior sheathing or Table R702.3.5 for interior gypsum board. Spacing of fasteners at panel edges shall not exceed 8 inches.

e. Methods PFG and CS-SFB do not apply in Seismic Design Categories D_0, D_1 and D_2.

f. Methods PFH, PFG and ABW are only permitted on a single story or a first of two stories.

g. Where more than one bracing method is used, mixing methods shall be in accordance with Section R602.10.4.1.

h. One- and two- family dwellings in Seismic Design Category D_2 exceeding two stories shall be designed in accordance with accepted engineering practice.

i. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D_0, D_1 and D_2. Methods DWB, SFB, PBS, HPS, and CS-SFB are not permitted in D_0, D_1 and D_2.

9-1-2R-R602.10.4: BRACING METHODS:

Table R602.10.4 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

“

TABLE R602.10.4
BRACING METHODS [f]

	METHODS, MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	**LIB** Let-in-bracing	1 × 4 wood or approved metal straps at 45° to 60° angles for maximum 16″ stud spacing		Wood: 2-8d common nails or 3-8d ($2^1/_2$″ long x 0.113″ dia.) nails	Wood: per stud and top and bottom plates
				Metal strap: per manufacturer	Metal: per manufacturer
	DWB Diagonal wood boards	$^3/_4$″ (1″ nominal) for maximum 24″ stud spacing		2-8d ($2^1/_2$″ long × 0.113″ dia.) nails or 2 - $1^3/_4$″ long staples	Per stud
	WSP Wood structural panel (See Section R604)	~~$^3/_8$″~~ 15/32″	8d common (2 1/2″x0.131) nails 3/8″ ~~edge distance~~ to panel edge	~~Exterior sheathing per Table R602.3(3)~~	6″ edges 12″ field
			8d common (2 1/2″x0.131) nails 3/8″ edge distance to panel edge	~~Interior sheathing per Table R602.3(1) or R602.3(2)~~	~~Varies by fastener~~ 6″ edges 12″ field
	BV-WSP[e] Wood structural panels with stone or masonry veneer (See Section R602.10.6.5)	$^7/_{16}$″	See Figure R602.10.6.5	8d common ($2^1/_2$″ × 0.131) nails	4″ at panel edges 12″ at intermediate supports 4″ at braced wall panel end posts
	SFB Structural fiberboard sheathing	$^1/_2$″ or $^{25}/_{32}$″ for maximum 16″ stud spacing		$1^1/_2$″ long × 0.12″ dia. (for $^1/_2$″ thick sheathing) $1^3/_4$″ long × 0.12″ dia. (for $^{25}/_{32}$″ thick sheathing) galvanized roofing nails	3″ edges 6″ field
	GB Gypsum board	$^1/_2$″		Nails or screws per Table R602.3(1) for exterior locations	For all braced wall panel locations: 7″ edges (including top and bottom plates) 7″ field
				Nails or screws per Table R702.3.5 for interior locations	
	PBS Particleboard sheathing (See Section R605)	$^3/_8$″ or $^1/_2$″ for maximum 16″ stud spacing		For $^3/_8$″, 6d common (2″ long × 0.113″ dia.) nails For $^1/_2$″, 8d common ($2^1/_2$″ long × 0.131″ dia.) nails	3″ edges 6″ field
	PCP Portland cement plaster	See Section R703.7 for maximum 16″ stud spacing		$1^1/_2$″ long, 11 gage, $^7/_{16}$″ dia. head nails or $^7/_8$″ long, 16 gage staples [g]	6″ o.c. on all framing members
	HPS Hardboard panel siding	$^7/_{16}$″ for maximum 16″ stud spacing		0.092″ dia., 0.225″ dia. head nails with length to accommodate $1^1/_2$″ penetration into studs	4″ edges 8″ field
	ABW Alternate braced wall	$^3/_8$″		See Section R602.10.6.1	See Section R602.10.6.1

(continued)

TABLE R602.10.4—continued
BRACING METHODS [f]

	METHODS, MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	**PFH** Portal frame with hold-downs	$^3/_8$"		See Section R602.10.6.2	See Section R602.10.6.2
	PFG Portal frame at garage	$^7/_{16}$"		See Section R602.10.6.3	See Section R602.10.6.3
Continuous Sheathing Methods	**CS-WSP** Continuously sheathed wood structural panel	$\frac{^3/_8"}{15/32"}$		8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge ~~Exterior sheathing per Table R602.3(3)~~ 8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge ~~Interior sheathing per Table R602.3(1) or R602.3(2)~~	6" edges 12" field ~~Varies by fastener~~ 6" edges 12" field
	CS-G[b,c] Continuously sheathed wood structural panel adjacent to garage openings	$\frac{^3/_8"}{15/32"}$		See Method CS-WSP	See Method CS-WSP
	CS-PF Continuously sheathed portal frame	$\frac{^7/_{16}"}{15/32"}$		See Section R602.10.6.4	See Section R602.10.6.4
	CS-SFB[d] [f] Continuously sheathed structural fiberboard	$^1/_2$" or $^{25}/_{32}$" for maximum 16" stud spacing		$1^1/_2$" long × 0.12" dia. (for $^1/_2$" thick sheathing) $1^3/_4$" long × 0.12" dia. (for $^{25}/_{32}$" thick sheathing) galvanized roofing nails	3" edges 6" field

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m^2, 1 mile per hour = 0.447 m/s.

a. Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D_0, D_1 and D_2.

b. Applies to panels next to garage door opening where supporting gable end wall or roof load only. Shall only be used on one wall of the garage. In Seismic Design Categories D_0, D_1 and D_2, roof covering dead load shall not exceed 3 psf.

c. Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R602.5(1). A full-height clear opening shall not be permitted adjacent to a Method CS-G panel.

d. Method CS-SFB does not apply in Seismic Design Categories D_0, D_1 and D_2.

e. Method applies to detached one- and two-family dwellings in Seismic Design Categories D_0 through D_2 only.

f. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D_0, D_1, or D_2. Methods LIB, DWB, SFB, PBS, HPS, and PFG are not permitted in SDC D_0, D_1, or D_2.

g. Use of staples in braced wall panels shall be prohibited in SDC D_0, D_1, or D_2.

"

9-1-2R-R602.10.5: MINIMUM LENGTH OF BRACED WALL PANELS:
Table R602.10.5 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

"TABLE R602.10.5 – MINIMUM LENGTH OF BRACED WALL PANELS

ETHOD (See Table R602.10.4)		MINIMUM LENGTH[a] (inches)					CONTRIBUTING LENGTH (inches)
		Wall Height					
		8 feet	9 feet	10 feet	11 feet	12 feet	
DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP		48	48	48	53	58	Actual[b]
GB		48	48	48	53	58	Double sided = Actual Single sided = 0.5 × Actual
LIB		55	62	69	NP	NP	Actual[b]
ABW	SDC A, B and C, ultimate design wind speed < 140 mph	28	32	34	38	42	48
	SDC D_0, D_1 and D_2, ultimate design wind speed < 140 mph	32	32	34	NP	NP	
CS-G		24	27	30	33	36	Actual[b]
CS-WSP, CS-SFB	Adjacent clear opening height (inches)						
	≤ 64	24	27	30	33	36	Actual[b]
	68	26	27	30	33	36	
	72	27	27	30	33	36	
	76	30	29	30	33	36	
	80	32	30	30	33	36	
	84	35	32	32	33	36	
	88	38	35	33	33	36	
	92	43	37	35	35	36	
	96	48	41	38	36	36	
	100	—	44	40	38	38	
	104	—	49	43	40	39	
	108	—	54	46	43	41	
	112	—	—	50	45	43	
	116	—	—	55	48	45	
	120	—	—	60	52	48	
	124	—	—	—	56	51	
	128	—	—	—	61	54	
	132	—	—	—	66	58	
	136	—	—	—	—	62	
	140	—	—	—	—	66	
	144	—	—	—	—	72	
METHOD (See Table R602.10.4)		Portal header height					
		8 feet	9 feet	10 feet	11 feet	12 feet	
PFH	Supporting roof only	~~16~~ 24	~~16~~ 24	~~16~~ 24	Note c	Note c	48
	Supporting one story and roof	24	24	24	Note c	Note c	
PFG		24	27	30	Note d	Note d	1.5 × Actual[b]
CS-PF	SDC A, B and C	16	18	20	Note e	Note e	1.5 × Actual[b]
	SDC D_0, D_1 and D_2	~~16~~ 24	~~18~~ 24	~~20~~ 24	Note e	Note e	Actual[b]

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.

NP = Not Permitted.

a. Linear interpolation shall be permitted.
b. Use the actual length where it is greater than or equal to the minimum length.
c. Maximum header height for PFH is 10 feet in accordance with Figure R602.10.6.2, but wall height shall be permitted to be increased to 12 feet with pony wall.
d. Maximum header height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height shall be permitted to be increased to 12 feet with pony wall.
e. Maximum header height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height shall be permitted to be increased to 12 feet with pony wall."

9-1-2R-R602.10.6.1: METHOD ABW:

Figure R602.10.6.1 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

"

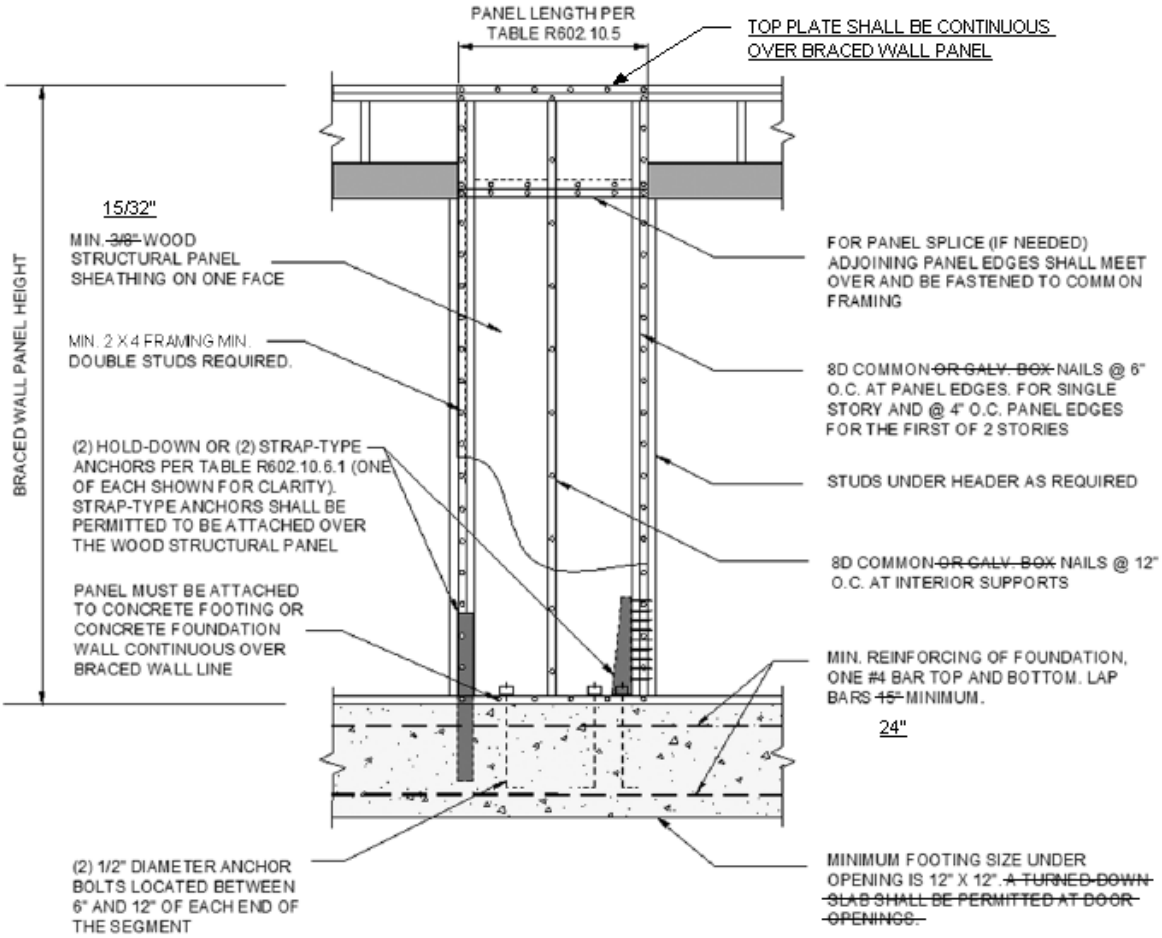
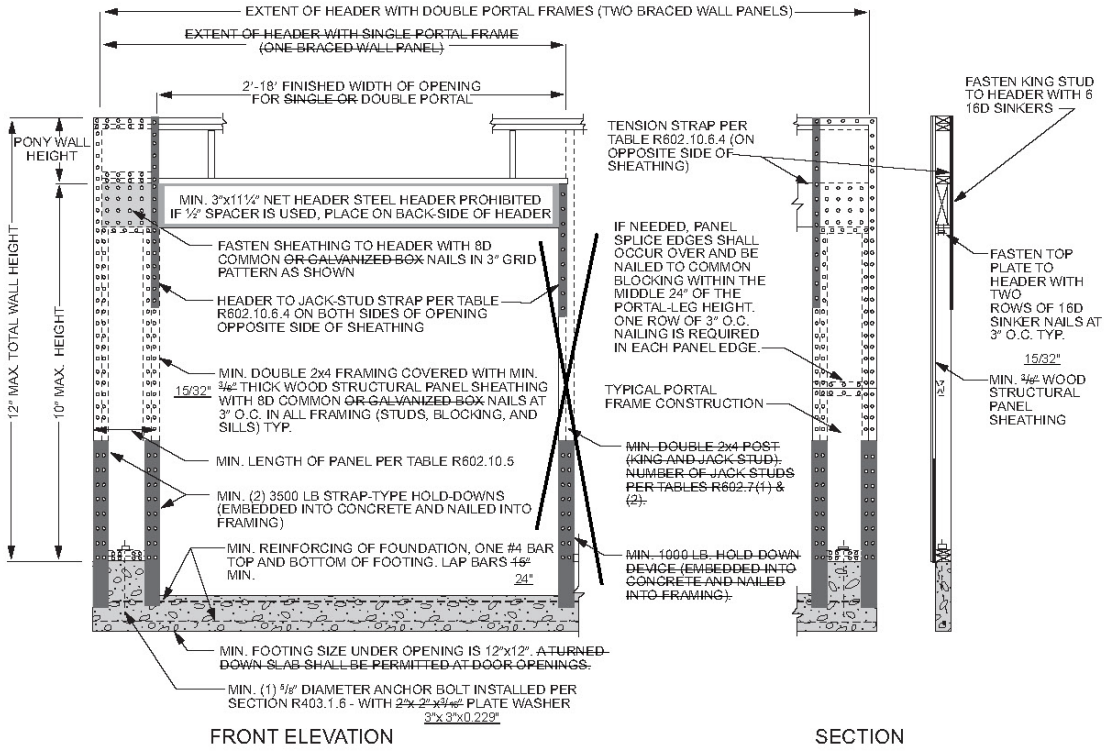


FIGURE R602.10.6.1
METHOD ABW—ALTERNATE BRACED WALL PANEL

"

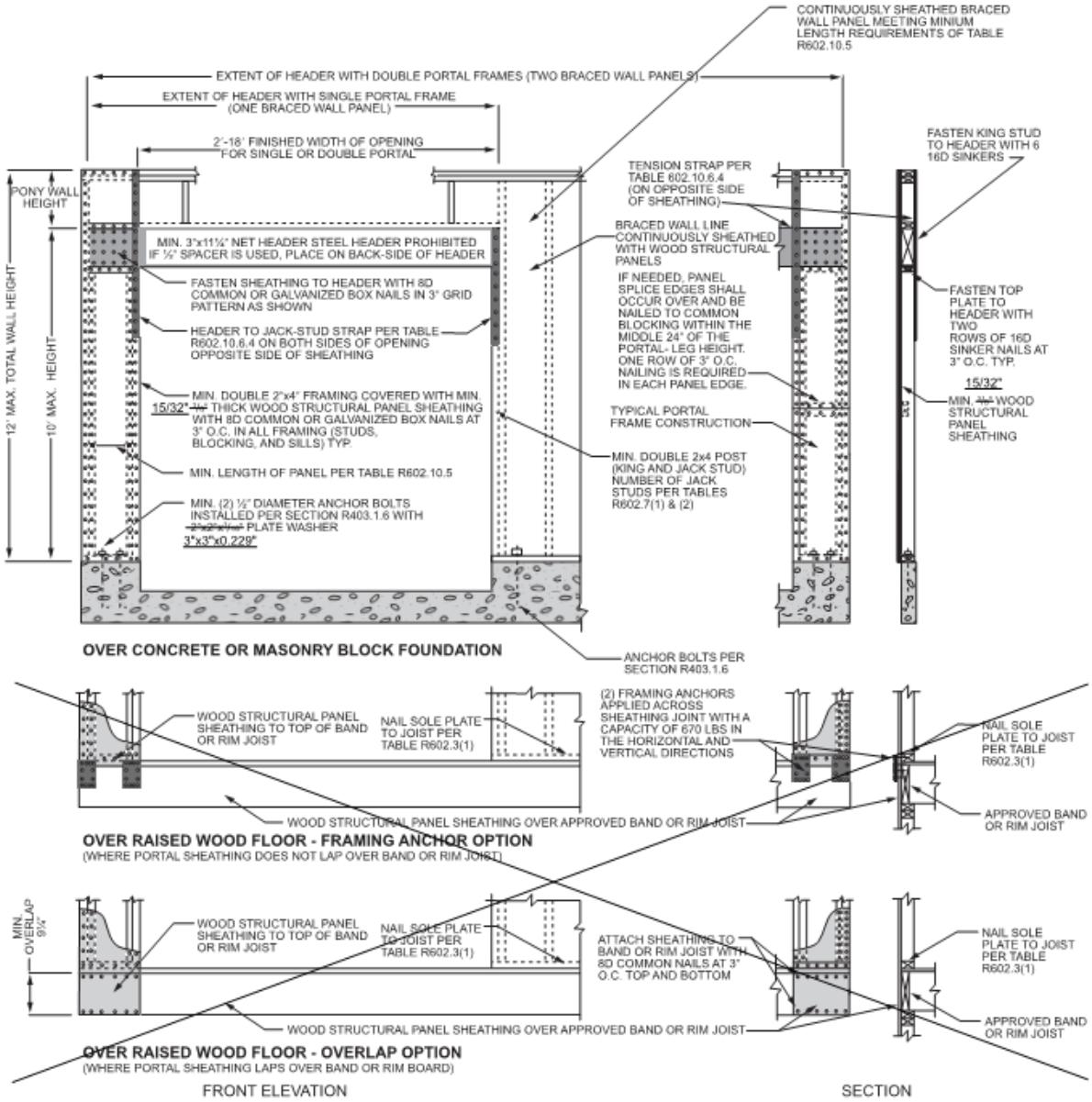
9-1-2R-R602.10.6.2: METHOD PFH:
Figure R602.10.6.2 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:
“



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.2
METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS
AT DETACHED GARAGE DOOR OPENINGS

9-1-2R-R602.10.6.4: METHOD CS-PF:
Figure R602.10.6.4 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:
“



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4
METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

”

9-1-2R-R606.12.2.2.3: REINFORCEMENT REQUIREMENTS FOR MASONRY ELEMENTS:
Section R606.12.2.2.3 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

"**R606.12.2.2.3 Reinforcement requirements for masonry elements.** Masonry elements listed in Section R606.12.2.2.2 shall be reinforced in either the horizontal or vertical direction as shown in Figure R606.11(2) and in accordance with the following:

1. Horizontal reinforcement. Horizontal joint reinforcement shall consist of at least one No. 4 bar spaced not more than 48 inches (1219 mm). Horizontal reinforcement shall be provided within 16 inches (406 mm) of the top and bottom of these masonry elements.
2. Vertical reinforcement. Vertical reinforcement shall consist of at least one No. 4 bar spaced not more than 48 inches (1219 mm). Vertical reinforcement shall be within 8 inches (203 mm) of the ends of masonry walls."

9-1-2R-R703.6: WOOD SHAKES AND SHINGLES:
Section R703.6 (including R703.6.1, R703.6.2, and R703.6.3) of Chapter 7, Part 2.5 of the CBC is deleted in its entirety and replaced with the following:

"**R703.6.1 Wood shakes and shingles.**
No wood shakes or wood shingles shall be installed as an exterior wall covering on any new or existing building or structure. No wood board, hardboard, or engineered wood siding, pressure-treated wood, intumescent paints, and other protective coatings shall be installed as an exterior wall covering on any new or existing building or structure in the Burbank Fire Hazard Severity Zones.

EXCEPTIONS: The following types of siding may be used:
1. Fiber-Cement siding with a Class A fire rating.
2. Vinyl siding with a Class A fire rating. Such vinyl siding shall be installed over one layer of Type X gypsum board with a minimum thickness of 1/2".
3. Alternate siding materials may be approved by the Building Official and Fire Chief in accordance with Section 104.11 of the California Building Code.

R703.6.2 Existing Wood Exterior Repairs.
Burbank Municipal Code Section 9-1-2R-R703.6.1 shall not apply:

1. When an existing building or structure with a wood exterior wall covering is subject to wood shake or wood shingle installation, addition, repair, alteration or replacement of less than 25 percent of the existing building or structure's wood exterior wall covering area over the life of the building commencing on or

after the effective date of this ordinance, as long as that existing building or structure with a wood exterior wall covering is located outside of the Burbank Fire Hazard Severity Zones. No exterior repairs or installations shall be allowed in the Burbank Fire Hazard Severity Zones.

2. When an existing building or structure with a wood exterior wall covering is subject to wood shake or wood shingle installation, addition, repair, alteration or replacement of 25 percent or more of the existing building or structure's wood exterior wall covering area over the life of the building commencing on or after the effective date of this ordinance, as long as that existing building or structure with a wood exterior wall covering is located outside of the Burbank Fire Hazard Severity Zones. In such circumstances, if the building or structure is located in a commercial or industrial zone, pressure-treated wood shakes or pressure-treated wood shingles with a Class B rating shall be used with a one-hour wall and in all other areas of the City, pressure-treated wood shakes or pressure-treated wood shingles with a Class C rating shall be used with a one-hour wall. For the purposes of this ordinance, 25 percent of the area of wood exterior wall covering shall be calculated from the area of the wood exterior wall covering existing on the effective date of this ordinance. No wood exterior repairs or installations shall be allowed in the Burbank Fire Hazard Severity Zones."

9-1-2R-R803.2.4: OPENINGS IN HORIZONTAL DIAPHRAGMS.
The following section is added to Chapter 8, Part 2.5 of the CBC:

"**R803.2.4 Openings in horizontal diaphragms**. Openings in horizontal diaphragms shall conform with Section R503.2.4."

9-1-2R-R806.5: UNVENTED ATTIC AND UNVENTED ENCLOSED RAFTER ASSEMBLIES:
Subsection 3 of Section R806.5 of Chapter 8, Part 2.5 of the CBC is amended and restated as follows:

"3. No wood roof covering shall be installed on any new or existing building or structure."

9-1-2R-R902.2: FIRE-RETARDANT-TREATED SHINGLES AND SHAKES:
Section R902.2 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

"**R902.2 Fire-retardant-treated shingles and shakes.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2R-R905.7: WOOD SHINGLES:
Section R905.7 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

"**R905.7 Wood shingles.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2R-R905.8: WOOD SHAKES:
Section R905.8 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

> "**R905.8 Wood shakes.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2R-R908.4: ROOF RECOVER:
Subsection 3 of Section R908.4 of Chapter 9, Part 2.5 of the CBC is not adopted.

Section R908.4, Exception 2 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

> "2. Where the existing roof covering is slate, clay, cement, asbestos-cement tile, wood shake or wood shingle."

9-1-2R-R908.4.1: ROOF RECOVERING OVER WOOD SHINGLES OR SHAKES:
Section R908.4.1 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

> "**R908.4.1 Roof recovering over wood shingles or shakes.** No roof covering shall be applied over existing wood shakes or wood shingles. When a roof has two or more layers of roof covering, any of which is wood shake or wood shingle, all layers shall be completely removed before applying a new roof covering. Existing roof recovering over wood shakes or wood shingles shall be removed and replaced no later than August 14, 2020."

ARTICLE 3. CALIFORNIA ELECTRICAL CODE

9-1-3: ADOPTION OF 2025 CALIFORNIA ELECTRICAL CODE:
Part 3 of Title 24 of the California Code of Regulations, also known as the "California Electrical Code," which is part of the California Building Standards Code, 2025 Edition, together with Annexes C and I, as adopted by the California Building Standards Commission and the National Fire Protection Association is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

9-1-3-80.97: ELECTRIC VEHICLE CHARGING STATION EXPEDITED REVIEW PROCESS:

A. PURPOSE.
The purpose of this Ordinance is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Ordinance is also purposed to comply with California Government Code Section 65850.7.

B. DEFINITIONS.

The following words and phrases as used in this section are defined as follows:

(1) "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(2) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date of the application was deemed complete.

(3) "Electronic submittal" means the utilization of one or more of the following:

a. e-mail
b. the internet

C. EXPEDITED PERMITTING PROCESS.

Section 65850.7 of the California Government Code provides that in developing an expedited permitting process, the City shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. The Building Official is hereby authorized and directed to develop and adopt such checklist. The expedited, streamlined permitting process and checklist incorporates the recommendations contained in the most current version (which may change from time to time) of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The checklist shall be published on the City's website.

D. PERMIT APPLICATION PROCESSING.

1. As part of the permit application submittal, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.
2. The application shall demonstrate compliance with Burbank Water and Power's (BWP) interconnection policies.
3. A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist; is consistent with all applicable laws and health and safety standards; and demonstrates compliance with BWP's interconnection policies, then the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary non-discretionary permits. Such approval does not

authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by BWP. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

4. Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

E. TECHNICAL REVIEW.

1. It is the intent of this ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this section, the City may require the applicant to apply for a use permit. A decision affecting review of the use permit is appealable to the Community Development Director. A decision by the Community Development Director may be appealed to the Planning Board.
2. In technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

F. ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS.

1. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission or BWP regarding safety and reliability.
2. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.
3. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
4. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential

Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

9-1-3-80.99: SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM REVIEW PROCESS:

A. The following words and phrases as used in this section are defined as follows:
"Electronic submittal" means the utilization of one or more of the following:
1. e-mail
2. the internet

"Small residential rooftop solar energy system" means all of the following:
1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

"Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time, but shall mean until that time either of the following:
1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

B. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The Building Official is hereby authorized and directed to develop and adopt such checklist.

C. The checklist shall be published on the City's internet website. The applicant may submit the permit application and associated documentation to the City's Building Division by personal or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature.

D. Prior to submitting an application, the applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

E. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the Building Official and a Fire Official. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.

F. An application that satisfies the information requirements in the checklist, as determined by the Building Official, shall be deemed complete. Upon receipt of an incomplete application, the Building Official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

G. Upon confirmation by the Building Official of the application and supporting documentation being complete and meeting the requirements of the checklist, the Building Official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the Burbank Water and Power Department's electricity grid. The applicant is responsible for obtaining such approval or permission from the Burbank Water and Power Department.

ARTICLE 4. CALIFORNIA MECHANICAL CODE

9-1-4: ADOPTION OF 2025 CALIFORNIA MECHANICAL CODE:

Part 4 of Title 24 of the California Code of Regulations, also known as the “California Mechanical Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission and the International Association of Mechanical and Plumbing Officials is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

ARTICLE 5. CALIFORNIA PLUMBING CODE

9-1-5: ADOPTION OF 2025 CALIFORNIA PLUMBING CODE:
Part 5 of Title 24 of the California Code of Regulations, also known as the “California Plumbing Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission and the International Association of Plumbing and Mechanical Officials is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

ARTICLE 6. CALIFORNIA ENERGY CODE

9-1-6: ADOPTION OF 2025 CALIFORNIA ENERGY CODE

Part 6 of Title 24 of the California Code of Regulations, also known as the “California Energy Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Energy Commission and the California Building Standards Commission, is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

ARTICLE 7. CALIFORNIA WILDLAND-URBAN INTERFACE CODE

9-1-7: ADOPTION OF 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE

Part 7 of Title 24 of the California Code of Regulations, also known as the "California Wildland-Urban Interface Code," which is part of the California Building Standards Code, 2025 Edition, together with Appendix A as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-7-302.1.1: ESTABLISHMENT OF THE BURBANK FIRE HAZARD SEVERITY ZONES

The following section is added to Chapter 3 of the California Wildland-Urban Interface Code (Part 7) to read as follows:

> **"302.1.1 Establishment of the Burbank Fire Hazard Severity Zones**. For the purposes of the Burbank Wildland-Urban Interface Code, the Burbank Fire Hazard Severity Zones are hereby established. The designated fire zones have been reclassified into three severity levels: Moderate, High, and Very High. The boundaries of the Burbank Severity Zones are shown on a map designated "Burbank Very High, High, and Moderate Fire Hazard Severity Zones" consisting of one sheet on file in the Office of the Fire Official, which map, together with any amendments thereto, hereby adopted and made a part of the Burbank Wildland-Urbank Interface Code.
>
> Any future amendments or modifications to any severity zone map by the California Department of Forestry and Fire Protection (CAL FIRE), Office of the State Fire Marshal (OSFM) may be adopted by Resolution by the City Council and incorporated herein."

9-1-7-604.3.1: FIRE HAZARD REDUCTION IN FIRE HAZARD SEVERITY ZONES:

The following section is added to Chapter 6, Part 7 of the CBSC:

> **"604.3.1 Fire hazard reduction in Fire Hazard Severity Zones.**
>
> A. General brush removal. Cut or uncut weeds, grass, vines, palm fronds, and other vegetation shall be removed as set forth herein. Additional areas may be requested to be cleared if determined by the Fire Code Official to be a fire hazard. When the Fire Code Official determines that total removal of growth is impractical due to size or environmental factors, approved fuel breaks shall be established. Designated areas shall be cleared of combustible vegetation to establish the fuel breaks.
>
> B. Specific requirements. Each person who has any ownership or possessory interest in, or control of, a parcel of land shall:
>
> 1. Maintain CLEARANCE: 0 - 100 Feet

a. Remove from the property all dead trees and maintain all weeds and other vegetation at a height of no more than three inches, except as otherwise provided therein, if such weeds or other vegetation are within 100 feet of a building or structure located on such property or on adjacent property. This requirement does not apply to the maintenance of trees, ornamental shrubbery, or plants which are used as ground cover provided such do not provide a ready fuel supply to augment the spread or intensity of a fire.
b. Native shrubs may remain provided such shrubs are trimmed up from the ground to one-third of their height, do not exceed 216 cubic feet in volume, are spaced at a distance of not less than three times their maximum diameter but not less than 18 feet from the edge of any other native shrub, building, or structure, and all dead wood and other combustible material within 18 feet of such shrubs are removed except as provided above.
c. Maintain trees which are 18 feet or more in height and are within 100 feet of any building or structure or within 10 feet of that portion of any highway, street, alley, or driveway which is improved or used for vehicle travel or other vehicular purposes, so that no leafy foliage, twigs, or branches are within six feet of the ground. Trees and shrubs less than 18 feet shall be trimmed up 1/3 of their height.
d. Remove any portion of a tree which extends within 10 feet of the outlet of a chimney or stovepipe.
e. Keep all trees, shrubs, and other growing vegetation or portions thereof adjacent to or overhanging any building or structure free of dead limbs, dead palm fronds, branches, and other combustible matter.
f. Maintain five feet of vertical clearance between roof surfaces and portions of trees overhanging any building or structure.
g. Remove dead palm fronds on all palm trees.
h. Maintain the roofs of all buildings or structures free of leaves, needles, twigs, and other combustible matter.
i. Maintain all weeds and other vegetation located within 10 feet of any combustible fence or an edge of that portion of any highway, street, alley, or driveway improved or used for vehicular travel or for other vehicular purposes at a height of not more than three inches. This shall not require the removal of trees, ornamental shrubbery, or plants which are used as ground cover, provided such do not provide a ready fuel supply to augment the spread or intensity of a fire, nor require the removal of native shrubs which meet the requirements set forth in section (b).
j. Maintain all landscape vegetation, including, but not limited to conifers (e.g., cedar, cypress, fir, juniper, and pine), eucalyptus, acacia, palm, and pampas grass in such a condition as not to provide an available fuel supply to augment the spread or intensity of a fire.

k. Remove and/or safely dispose of all cut vegetation and hazardous refuse.

l. Burbank Fire Department personnel may introduce greater protection levels in high danger areas. In cases where difficult terrain, danger, erosion or unusual circumstances make compliance impractical, the Burbank Fire Department may suspend or adjust the requirements.

2. Maintain CLEARANCE: 100 - 200 Feet.
(Fuel Modification Zone):
An additional 100 feet of clearance measured from a building or structure located on such property or on adjacent property, is also required by the Fire Department for a total clearance of 200 feet. The native brush in this zone shall be reduced by 50 percent. Sumac clusters shall be reduced leopard spot style and meet the requirements outlined in section (b). The brush may be cut, chipped, or chopped to lay flat and may be left on the site to a maximum depth of 6". Clearance must conform to California Fair Plan Standards."

C. Additional Requirements: The provisions of this section shall apply to brush clearance operations conducted within the Burbank Fire Hazard Severity Zones:

1. Use of metal cutting blades for grass or brush clearance shall be limited to those which are non-ferrous or non-sparking.
2. Brush clearance cannot be done on red flag days, when fire weather conditions are at their peak.
3. Individuals engaged in brush clearance operations shall not engage in any other activities during their actual clearance of grass or brush.
4. An approved fire extinguisher, or a pressurized garden hose with attached nozzle shall be within 10 feet of any grass or brush clearance operation, to quickly extinguish a small fire before it burns out of control.
5. A cell phone capable of dialing 9-1-1 shall be charged and readily accessible to the grass or brush clearance operation.

9-1-7-604.3.2: ENFORCEMENT:
The following section is added to Chapter 6, Part 7 of the CBSC:

"**604.3.2 Enforcement.** The Fire Code Official is authorized to administer and enforce the provisions of Section 604.3. Property owners will be notified and provided reasonable time frames to comply. Failure to comply shall be a violation of this Code and the Government Code 51186 and may result in citation and/or hazard abatement by the City's designated contractor at the property owner's expense.

ARTICLE 8. CALIFORNIA HISTORICAL BUILDING CODE

9-1-8: ADOPTION OF 2025 CALIFORNIA HISTORICAL BUILDING

Part 8 of Title 24 of the California Code of Regulations, also known as the “California Historical Building Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

ARTICLE 9. CALIFORNIA FIRE CODE

9-1-9: ADOPTION OF 2025 CALIFORNIA FIRE CODE:
Part 9 of Title 24 of the California Code of Regulations, also known as the "California Fire Code," which is part of the California Building Standards Code, 2025 Edition, including the table of contents, all annexes, appendices, and the index, as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-9-100: GENERAL:

A. PUBLIC INSPECTION.

The California Fire Code, and all secondary codes referred to therein are on file and open to public inspection in the office of the Building and Safety Division and the Fire Department.

B. SPECIAL CLIMATIC, GEOGRAPHICAL, TOPOGRAPHICAL, AND ENVIRONMENTAL CONDITIONS.

Certain areas of the City of Burbank are characterized by mountainous hillsides, heavy vegetation, and narrow streets. These conditions, combined with Burbank's climate, exacerbate the potential for fires to spread and require certain amendments to the California Fire Code to ensure the safety of persons and property. In addition, certain modifications are required due to the fact that in many locations in the City, especially in the hillside, there are access and egress problems, which can make a timely emergency response more difficult.
Also, the City requires a higher degree of fire safety due to the fact that the City is within an earthquake zone. In the event of an earthquake, numerous structures in the City could be seriously damaged and emergency response crews would not be available to respond to every incident immediately. Various amendments to the California Fire Code will ensure greater protection from fires which can occur (and if unchecked spread quickly due to the City's density and terrain) in an earthquake. In addition to hazards to structures and persons, the safe storage and disposal of hazardous material could be adversely affected by seismic activity. Similarly, the potential for leaks from storage tanks after a seismic event is great. The modifications will provide higher levels of safety for the public during and immediately after a major earthquake.

Finally, certain other amendments are required because the City is highly urbanized, has dense residential areas, and in some areas has very small residential lots. Furthermore, numerous residential areas are located in close proximity to non-residential uses, such as manufacturing, media and airport uses, all of which present special and unique hazards. The density of the City and the

proximity of residential uses to other uses requires additional safeguards to protect life and property of the residents, employees and visitors of the City.
The Council hereby finds that it is reasonably necessary to make certain changes or modifications in the California Fire Code as adopted by the California Building Standards Commission based on the 2024 International Fire Code, and that such changes and modifications are reasonably necessary because of climatic, geographical, topographical, or environmental conditions which pertain to the City of Burbank. Such changes and modifications are herein more particularly set forth in this Article.

C. SHORT TITLE.
In this chapter and any ordinance or resolution of the City where the phrase "Fire Code" appears, such phrase shall be deemed to refer and apply to the California Fire Code (“CFC”) which is described and referred to in the preceding section, as the same is amended by this Article.

D. NUMBERING OF CODE.
In order to provide consistency between this article and the provisions of the California Fire Code the section, subsection, and paragraph numbers or designations of the California Fire Code shall be retained in this article and shall be preceded by the prefix "9-1-9". The 9 refers to this Title, the number 1 refers to this Chapter and the second number 9 refers to this Article. The subsequent numbers and decimal points are the section and subsection designations used in or added to the California Fire Code.

9-1-9-104.6.1: APPEAL TO FIRE CODE OFFICIAL:
The following section is added to Chapter 1, Part 9 of the CFC:

“**104.10.1.1 Appeal to Fire Code Official.** Whenever an Order or Notice issued or served under this Code is signed by a member of the fire department, the owner or occupant or other person served may appeal to the Fire Code Official within five (5) days from the time of service, exclusive of Saturdays, Sundays, or holidays. The Fire Code Official shall review such Order or Notice and render a decision within seven (7) days from the review or hearing of the appeal. The Fire Code Official may affirm or revoke the Notice or may extend the time fixed for compliance. Unless revoked, the Order of Notice shall remain in full force and effect and shall be complied with within the time originally fixed, or if an extension is granted, within the time prescribed in the extension.”

9-1-9-104.10.2: INVESTIGATIONS:
The following section is added to Chapter 1, Part 9 of the CFC:

“**104.10.2 Investigations.** The Fire Department shall promptly investigate the cause, origin and circumstances of each and every fire occurring in the City involving loss of life or injury to person or destruction or damage to property. If it appears that such fire is of suspicious origin, the fire department is authorized to

take immediate charge of all physical evidence relating to the cause of the fire and is authorized to pursue the investigation to its conclusion.

The Fire Department shall investigate the cause, origin and circumstances of unauthorized releases of hazardous materials."

9-1-9-104.11.4: FIRE PREVENTION BUREAU PERSONNEL AND POLICE:
The following section is added to Chapter 1, Part 9 of the CFC:

"**104.11.4 Fire prevention bureau personnel and police.** Members of the Fire Department may act as peace officers only as permitted by Section 830.37 of the California Penal Code. All members of the Fire Department at the rank of Captain and above; and all members of the Fire Prevention Bureau who are peace officers as defined in Section 830.37 of the Penal Code and members who have been designated by the Fire Code Official as arson investigators and who have satisfactorily completed the courses of training required by Section 832 of the Penal Code are designated as peace officers. Fire Captains assigned to the arson investigation unit are authorized to carry a fire arm with permission of the Fire Chief, while engaged as a member of an arson investigating unit, regularly employed and paid as such, in the detection and apprehension of persons who have violated or who are suspected of having violated any fire law, or while exclusively engaged in the enforcement of laws relating to fire prevention and fire suppression, provided such practice is in compliance with current applicable state laws and City Policy.

When requested to do so by the Fire Code Official, the Chief of Police is authorized to assign such available police officers as necessary to assist the fire department in enforcing the provisions of this code."

9-1-9-104.11.5: COST OF EMERGENCY RESPONSE:
The following section is added to Chapter 1, Part 9 of the CFC:

"**104.11.5 Cost of emergency response.** Any person owning or maintaining any occupancy, premises, or vehicle subject to this Code, who negligently or intentionally causes a fire or fire hazard resulting in an appropriate emergency response, which had been previously ordered abated by the Fire Code Official, is liable for all costs of the emergency response to the incident, as set forth in the Burbank Fee Resolution."

9-1-9-105.5.5.1: PARADE FLOATS:
The following section is added to Chapter 1, Part 9 of the CFC:

"**105.5.5.1 Parade floats.** A permit is required to use a parade float for public performance, presentation, spectacle, entertainment, or parade. See Chapter 3 of the CFC."

9-1-9-105.5.6.1: CELLULOSE NITRATE STORAGE:

The following section is added to Chapter 1, Part 9 of the CFC:

"**105.5.6.1 Cellulose nitrate storage.** A permit is required to store or handle more than 25 pounds (11.3 kg) of cellulose nitrate plastic (pyroxylin) for the manufacturing or assembly of articles or parts of articles containing cellulose nitrate plastics (pyroxylin). See Chapter 3 of the CFC."

9-1-9-105.6: REQUIRED CONSTRUCTION PERMITS:
Section 105.6 of Chapter 1, Part 9 of the CFC is amended and restated as follows:

"**105.6 Required construction permits.** The Fire Code Official is authorized to issue construction permits for work as set forth in Sections 105.6.1 through 105.6.26."

9-1-9-105.6.26: OTHER:
The following section is added to Chapter 1, Part 9 of the CFC:

"**105.6.26 Other.** Any permit required by the Fire Code Official and not otherwise covered above."

9-1-9-108.2.1: PERMIT FEES:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.1 Permit fees.** It shall be unlawful for any person, group, firm, or corporation to use a building or premises or engage in any activities for which a permit is required by this Code without first having obtained such permit. Permits are obtained from the Bureau of Fire Prevention. Any person required by this Code to have a permit shall apply for such permit and shall pay a fee as designated in the Burbank Fee Resolution. Unless otherwise specified, such fee shall be paid annually on the first day of the month in which such permit application was first made. Failure to comply with this section shall be a misdemeanor."

9-1-9-108.2.1.1 PERMIT FEE EXEMPTIONS:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.1.1 Permit fee exemptions.**

A. GOVERNMENT FEE EXEMPTION.
The City of Burbank, the County of Los Angeles, the Burbank Unified School District, and/or any department or office thereof are exempt from paying a permit fee for any activity, operation practice or function requiring a permit under Section 105 of the California Fire Code.

B. NON-PROFIT ORGANIZATION FEE EXEMPTIONS.
Any charitable, educational, religious, or other non-profit benevolent institution is exempt from paying a permit fee for the following activities, provided the net

proceeds, if any, of such activity are to be used exclusively for charitable, educational, religious, benevolent, or civic purposes:

1. Carnivals and fairs.
2. Temporary placement of displays in a covered mall.
3. Parade floats."

9-1-9-108.2.2 INSPECTION FEE:
The following subsection is added to Chapter 1, Part 9 of the CFC:

108.2.2 Inspection Fee. Fire and life safety plan check permit fees (Form FD4) cover three on-site inspections. When more than three inspections are required for the same inspection, an inspection fee will be charged as set forth in the Burbank Fee Resolution for each hour or portion of an hour required for additional inspections needed to gain compliance. Records of inspections and determination of billing hours will be completed by the inspector."

9-1-9-108.2.3: AUTOMATIC ADJUSTMENT OF FEES:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.3 Automatic adjustment of fees.** Fees and charges imposed pursuant to this article, as set forth in the Burbank Fee Resolution, shall be adjusted annually on the first day of July. The annual adjustment shall be made by adjusting all the current fees required in this article by a percentage equal to the inflation rate for the prior year for construction costs as determined by the Building Official on December 31st of each calendar year. The Building Official's determination shall be based upon the Engineering News Record, Construction Cost Index for the calendar year as of December 31st.

9-1-9-108.2.3.1: EXCEPTION: ACTION BY COUNCIL:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.3.1 Exception: action by Council.** Nothing in this section shall prevent the Burbank City Council from making rate and fee adjustments greater or less than indicated by the above calculation."

9-1-9-108.2.4: AUTOMATIC ADJUSTMENT FOR UNDERGROUND TANK FEES:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.4 Automatic adjustment for underground tank fees.** Fees and charges relating to underground tanks as designated in the Burbank Fee Resolution shall be updated and changed annually on the first day of July each year beginning January 1, 1991, by an adjustment as set forth in this section.
An automatic adjustment, as provided for in the fee resolution, shall not become effective until the thirty-first (31st) day after the Fire Code Official has provided the Council with written notification of such adjustment. The Fire Code Official shall file

with the City Clerk, a certification, in a form approved by the City Attorney, demonstrating compliance with this subsection."

9-1-9-108.2.4.1: ANNUAL ADJUSTMENT:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.4.1 Annual adjustment.** The annual adjustment shall be made by multiplying the underground tank related fees in the Burbank Fee Resolution by the Los Angeles/Riverside/Orange County, California Consumer Price Index (CPI) for all urban consumers of the preceding February and by dividing the result of said multiplication by the same index of the February of the previous year, as reported by the CPI detail report, Bureau of Labor Statistics."

9-1-9-108.2.4.2: EXCEPTION: ACTION BY COUNCIL:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.4.2 Exception: Action by Council.** Nothing in this section shall prevent the Burbank City Council from making rate and fee adjustments greater or less than indicated by the above calculation. An automatic adjustment, as provided for in the fee resolution, shall not become effective until the thirty-first (31st) day after the Fire Code Official has provided the Council with written notification of such adjustment. The Fire Code Official shall file with the City Clerk, a certification, in a form approved by the City Attorney, demonstrating compliance with this subsection."

9-1-9-108.4.1: INVESTIGATION FEES: WORK WITHOUT A PERMIT:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.4.1 Investigation fees: work without a permit.**

A. INVESTIGATION.
Whenever any work, operation, or action for which a permit is required by this Code has commenced without first obtaining said permit, the work, operation, or action shall cease, and a special investigation shall be made before a permit may be issued for such work.

B. FEE.
An investigation fee in an amount designated in the Burbank Fee Resolution and may be amended by the Council from time to time, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued."

9-1-9-109.2.3: SELF-INSPECTION:
The following section is added to Chapter 1, Part 9 of the CFC:

"**109.2.3 Self-inspection.** Self-inspection programs may be developed, implemented, and enforced as determined necessary by the Fire Code Official.

Compliance with self-inspection program requirements, including completing and returning all forms within 30 days, shall be mandatory and subject to penalties for non-compliance."

9-1-9-112.5: BOARD OF BUILDING AND FIRE CODE APPEALS:
The following section is added to Chapter 1, Part 9 of the CFC:

"**112.5 Board of Building and Fire Code Appeals.** Any person aggrieved by a decision of the Fire Code Official pertaining to suitability of alternate materials, types of construction, or interpretation of the Fire Code may appeal to the Board of Building and Fire Code Appeals by filing a written notice with the Fire Code Official which must state briefly therein the grounds for appeal. The Fire Code Official decisions are not appealable where those decisions are clearly supported by the Code. The Fire Code Official shall fix a time and place for hearing such appeal within sixty (60) days from the date notice of appeal was filed and shall give not less than five (5) days' notice thereof to appellant and to each member of the Board. No notice of appeal shall be accepted unless the appellant first pays to the Fire Code Official the fee as designated in the Burbank Fee Resolution for filing such appeal. The decision of the Board shall be final and conclusive. Within seven (7) days thereafter, exclusive of Saturday, Sunday, and holidays, the Fire Code Official shall give notice of the decision to the appellant.

9-1-9-113.4.2: CODE VIOLATION INSPECTION FEE:
The following section is added to Chapter 1, Part 9 of the CFC:

"**113.4.2 Code violation inspection fee.** When compliance for a code violation is not completed within three inspections, an inspection fee as set forth in the Burbank Fee Resolution shall be charged for each hour or any portion of an hour required for additional inspections needed to gain compliance. Records of inspections and determination of billing hours will be completed by the inspector."

9-1-9-115.1.3: WARNING SIGNS:
The following section is added to Chapter 1, Part 9 of the CFC:

"**115.1.3 Warning signs.** Whenever the Fire Code Official shall determine that warning signs are required in the protection of persons or property from injury due to unauthorized entry into fire or explosion damaged buildings, the Fire Code Official shall order such buildings adequately posted with signs reading, "DANGER FIRE-DAMAGED BUILDING, KEEP OUT." It shall be unlawful for any person to enter or remain within any such posted damaged building, except that the occupants/owners of the building or of any materials or equipment therein, their authorized representatives or invitees, public officers acting in the course of duty, and representatives of public or private utilities, shall be exempt from the provisions of this section."

9-1-9-202: DEFINITIONS:
Section 202 of Chapter 2, Part 9 of the CFC is amended by adding the following definitions:

HIGH-RISE BUILDING: Is a building having floors used for human occupancy located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, as measured from the walking surface of the highest human occupied floor to the surface of the lowest fire department access road complying with Chapter 5 of the 2025 California Fire Code.

EXCEPTIONS:
1. Health Facility as defined in Section 1250 of the Health and Safety Code.
2. Buildings used exclusively as open parking garages.
3. Buildings where all floors above 75 foot (22 860 mm) level are used exclusively as open parking garages.
4. Floors of buildings used exclusively as open parking garages and located above all other floors used for human occupancy.
5. Buildings such as power plants, lookout towers, steeples, grain houses, and similar structures with non-continuous human occupancy, when approved.
6. Buildings used exclusively for jails and prisons.

MID-RISE BUILDING: Is a building having floors used for human occupancy located more than 35 feet (10 668 mm), but less than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, as measured from the walking surface of the highest human occupied floor to the surface of the lowest fire department access road complying with Chapter 5 of the 2025 California Fire Code.

EXCEPTIONS: See the list of exceptions under High-Rise Building.

9-1-9-304.1.2.1: PREMISES MAINTENANCE:
The following section is added to Chapter 3, Part 9 of the CFC:

"304.1.2.1 Premises maintenance. All exterior property and premises, and the interior of every structure, shall be maintained in a clean and safe condition and kept free from any accumulation of rubbish or garbage. The interior shall be maintained so as not to impede the egress of occupants, endanger other structures because of excessive, improper, or unapproved fire loading or storage practices or endanger firefighters who respond to an emergency therein."

9-1-9-307.1.1.1: OPEN BURNING GENERAL:
The following section is added to Chapter 3, Part 9 of the CFC:

"**307.1.1.1 Open burning general.** The Fire Code Official is authorized to issue a permit for open burning only for the following purposes and subject to the provisions hereinafter set forth:

a. The prevention or removal of a fire hazard which cannot be abated by any other means, restricted to the hours of six (6) a.m. to twelve (12) noon of any day.
b. City lot burning crews operating under the authority of the Public Works Director.
c. The instruction of public employees in the methods of fighting fire.
d. On property used for commercial/industrial purposes for the instruction of employees in the methods of fighting fire.
e. For public or private gatherings under the legitimate sponsorship of civic, fraternal, religious, or other similar organizations.
f. Permits to burn must comply with regulations of the South Coast Air Quality Management District."

9-1-9-307.1.1.2: STARLIGHT AMPHITHEATER - OPEN FLAMES AND BURNING PROHIBITED:
The following section is added to Chapter 3, Part 9 of the CFC:

"**307.1.1.2 Starlight amphitheater - open flames and burning prohibited.** No person shall light a flame or cause the combustion of any flammable substance or matter at any time at or on the premises of the Starlight Amphitheater.

EXCEPTION: Areas which have been designated as approved for smoking by the Fire Code Official."

9-1-9-315.1.1: CORRECTIVE ACTIONS:
The following section is added to Chapter 3, Part 9 of the CFC:

"315.1.1: Corrective actions. The Fire Code Official may give notice to the owner of the property upon which conditions regulated by Section 315 of the 2025 CFC exist to correct such condition. If the owner fails to correct such condition, the Fire Code Official may cause the same to be done and make the expense of such correction a lien upon the property upon which such condition exists in the manner and under the procedures provided in Article 2 of Title 4 Chapter 2 of the Burbank Municipal Code."

9-1-9-401.3.3.1: REPORTING EMERGENCIES:
The following section is added to Chapter 4, Part 9 of the CFC:

"**401.3.3.1 Reporting emergencies.** In the event a fire occurs, a fire alarm is activated, or the discovery of a fire, smoke or unauthorized release of flammable or hazardous materials on any property occurs, the owner or occupant shall without delay report such condition to the Fire Department."

9-1-9-403.11.1(a): REQUIREMENTS FOR PUBLIC SAFETY:
The following section is added to Chapter 4, Part 9 of the CFC:

"**403.11.1(a) Requirements for public safety.** When necessary for the preservation of life or property, the Fire Code Official is authorized to assign a Fire Safety Officer(s) (FSO) and/or fire apparatus equipment on a case-by-case basis."

9-1-9-503.1.2.1: HIGH-RISE AND MID-RISE BUILDINGS:
The following section is added to Chapter 5, Part 9 of the CFC:

"**503.1.2.1 High-rise and mid-rise buildings.** High-rise and Mid-rise buildings shall be accessible on a minimum of two sides. Roadway distance to building shall be not less than 15 feet or more than 30 feet from the building in accordance with Appendix D. Landscaping or other obstructions shall not be placed or maintained around structures in a manner so as to impair or impede accessibility for firefighting and rescue operations."

9-1-9-503.2.1.1: FIRE APPARATUS ACCESS ROADS:
The following section is added to Chapter 5, Part 9 of the CFC:

"**503.2.1.1: Fire Apparatus Access Roads.** Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm)."

9-1-9-505.1.1: RESIDENTIAL BUILDING IDENTIFICATION:
The following section is added to Chapter 5, Part 9 of the CFC:

"**505.1.1 Residential building identification.**
A. STREET NUMBER.
All residential structures shall display a street number in a prominent position so that it shall be easily visible from the street. The numbers shall be at least four (4) inches in height, of a color contrasting to the background and located so they may be clearly seen and read. If the structure has rear vehicle access, numbers shall be placed there as well. The Fire or Police departments may require the size of the numbers to be increased or provided in additional locations if the distance from or orientation to the street limits visibility.

B. PLOT PLAN.
At each entrance to a multiple-family dwelling complex of a private residential community which has ten (10) or more units, there shall be an illuminated diagrammatic representation (plot plan) of the complex which shows the location of the viewer and the building units within the complex. The diagrammatic representation shall be drawn to one-eighth (1/8) inch scale or larger and shall not be less than eight and one-half (8 1/2) inches by eleven (11) inches and shall have

all weather-exposed surfaces treated to prevent damage from the sun, wind and rain.

C. IDENTIFYING FACTOR.
In multiple-family dwelling complexes which have ten (10) or more units, any building having separate identifying factor, other than the street number shall be clearly identified in the manner described in this article. Each individual unit of residence shall have a unit identifying number, letter or combination thereof displayed upon the door.

D. NUMBERING.
Buildings shall be numbered with the approval of the enforcing authority. This section shall not prevent supplementary numbering such as reflective numbers on the street curbs or decorative numbering, but this shall be considered supplemental only and shall not satisfy the requirements of this section.

E. MAPS.
Maps of multiple-family dwelling complexes shall be furnished to the fire department upon completion of construction. The maps shall include building identification and unit identification."

9-1-9-505.1.2: COMMERCIAL BUILDING IDENTIFICATION:
The following section is added to Chapter 5, Part 9 of the CFC:

"**505.1.2 Commercial building identification.**
A. STREET NUMBER.
All commercial structures shall display a street number in a prominent position so that it shall be easily visible from the street. The numbers shall be at least six (6) inches in height, of a color contrasting to the background and located so they may be clearly seen and read. If the structure has rear vehicle access, numbers shall be placed there as well. The Fire or Police Departments may require the size of the numbers to be increased or provided in additional locations if the distance from or orientation to the street limits visibility.

B. IDENTIFYING FACTOR.
In commercial complexes, any building having a separate identifying factor, other than the street number shall be clearly identified in the manner described in this article. Each individual unit shall have a unit identifying number, letter or combination thereof displayed upon the door.

C. NUMBERING.
Buildings shall be numbered with the approval of the enforcing authority. The section shall not prevent supplementary numbering such as reflective numbers on street curbs or decorative numbering but this shall be considered supplemental only and shall not satisfy the requirements of this section.

D. MAPS.
Maps of commercial complexes shall be furnished to the fire department upon completion of construction. The maps shall include building identification and unit identification."

9-1-9-505.1.3: PREMISES IDENTIFICATION:
The following section is added to Chapter 5, Part 9 of the CFC:

"**505.1.3 Premises identification.** Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property and from the alley or rear access way to the property. Numbers/addresses on residential structures shall be at least four (4) inches (101.6 mm) in height with three-fourths (3/4) inch (19.1 mm) stroke. All other occupancies shall have numbers/addresses a minimum of six (6) inches (152.4 mm) in height with three-fourths (3/4) inches (19.1) stroke. All numbers/address shall contrast with their background."

9-1-9-903.2(a): REQUIRED INSTALLATIONS:
The following section is added to Chapter 9, Part 9 of the CFC:

"**903.2(a) Required installations.** An approved automatic fire sprinkler system shall be installed in all newly constructed occupancies.

EXCEPTION: Existing Group U Division 1 Occupancies, detached less than 500 square feet (4.5 m^2).

For provisions on special hazards and hazardous materials, see Chapters 50 through 67 of the CFC 2025."

9-1-9-903.2(b): SPECIAL PROVISIONS FOR ALL BUILDINGS:
The following section is added to Chapter 9, Part 9 of the CFC:

"**903.2(b) Special provisions for all buildings.** An automatic sprinkler system shall be installed in the following areas of all buildings.

A. At the top of rubbish and linen chutes; in their terminal rooms and all trash enclosures. Chutes extending through three or more floors shall have additional sprinkler heads installed within such chutes at alternate floors. Sprinkler heads shall be accessible for servicing.

B. In rooms where nitrate film is stored or handled.

EXCEPTION: When storage or handling of nitrate film is less than 50 pounds (22.7 kg)/10 standard rolls and stored in an approved cabinet. In protected combustible fiber storage vaults.

C. Existing Buildings.

1. Additions.

If an addition to an existing building causes the total floor area of the entire building to exceed five thousand (5,000) square feet (464.5 m^2), then said entire building shall be protected by an automatic fire sprinkler system. Area separation walls as set forth in the California Building Code shall not be used to reduce allowable floor area for automatic fire sprinkler requirements.

2. Alterations/Repairs.

Any alterations or repairs to an existing building, other than a Group R, that equal or exceed five thousand (5,000) square feet (464.5 m^2), or wherein the costs of such alterations exceed twenty-five percent (25%) of the current replacement value of said building as determined by the most recent Building Valuation Data published by the International Code Council (ICC), then said entire building shall be protected by an automatic fire sprinkler system. All alterations or additions within any such twelve (12) consecutive month period that singularly or in composite exceed said 25% of the current replacement value of said building as determined by the most recent Building Valuation Data published by ICC, then said entire building shall be protected by an automatic fire sprinkler system.

3. R1 - Alterations/Repairs/Additions.

Any alterations or repairs to an existing Group R Division 1 Hotel, apartment, and lodging house, that within any twenty four (24) consecutive month period exceed fifty percent (50%) of the current replacement value of said building, as determined by the most recent Building Valuation Data published by International Code Council (ICC), then said entire building shall be protected by an automatic fire sprinkler system.

4. R3 - Alterations/Repairs.

Any alterations or repairs to an existing Group R Division 3 dwelling that within any twenty four (24) consecutive month period exceed seventy-five percent (75%) of the current replacement value of said building, as determined by the standards approved by the Fire Code Official, then said entire building shall be protected by an automatic fire sprinkler system.

5. Occupancy Change.

Existing and new sections of an existing building for which there is an occupancy classification change to a more restrictive or hazardous use, as determined by the Fire Code Official, shall be protected by an automatic fire sprinkler system."

9-1-9-903.2.8(a): GROUP R OCCUPANCIES:

The following section is added to Chapter 9, Part 9 of the CFC:

"**903.2.8 (a) Group R occupancies.** When a Group R occupancy is required to be protected by an automatic fire sprinkler system, the attic, basement or subterranean space, all restrooms/bathrooms, and attached garage shall be fully covered by such system.

Exception: Where decided by the Fire Code Official; access to the attic, if the basement or subterranean space is restricted and non-accessible for storage or other use, automatic fire sprinklers shall not be required to be provided. HVAC or similar equipment may be enclosed from the remainder of the space with approved fire proof construction and sprinklers provided within the enclosure. The Fire Code Official shall have the authority to require or modify the requirements set forth in this section on a case-by-case basis."

9-1-9-903.4.2.1: SPRINKLER SYSTEM MONITORING AND ALARMS:
The following section is added to Chapter 9, Part 9 of the CFC:

"**903.4.2.1 Sprinkler system monitoring and alarms.**
A. WHERE REQUIRED.
All Valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems shall be electronically monitored by a UL listed company unless otherwise approved by the Fire Code Official, where the number of sprinklers are twenty or more.

Valve monitoring and water-flow alarm and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote station or proprietary monitoring station as defined by NFPA 72 and International Fire Codes and shall sound an audible signal at a constantly attended location.

EXCEPTION: Underground key or hub valves in roadway boxes provided by the municipality or public utility need not be monitored.

B. ALARMS.
An approved audible sprinkler flow alarm shall be provided on the exterior of the building in an approved location. Approved audible and visual sprinkler flow alarms for all occupancies, shall be provided throughout the structure building to notify all occupants. Actuation of the alarm shall be as set forth in NFPA 13 as adopted by California State Fire Marshal.

Exception: Group R Division 3 Occupancies

C. ALARM ACTIVATION - AUTOMATIC FIRE EXTINGUISHING SYSTEMS.
All Automatic Fire Extinguishing Systems shall provide an audible local alarm when activated. If the occupancy has a fire sprinkler alarm, fire alarm or water flow monitoring, the automatic fire extinguishing system shall be tied into said system."

9-1-2-4804.2.1: STUDIO AND STAGE EXIT PERIMETERS:
The following section is added to Chapter 48, Part 9 of the CFC:

> "**4804.2.1 Studio and stage exit perimeters.** All studios and stages shall be provided with a clear, unobstructed aisle around the perimeter of not less than 48 inches (1219 mm) wide and a minimum of 84 inches (2134 mm) in height. Aisles shall provide access to exit doors, firefighting equipment and utility controls.
> Such aisle shall be clearly marked with a minimum 4 inch (102 mm) wide stripe at the inside edge of the aisle. The total width of the stripe shall be within the required 48 inch (1219 mm) width. The words "FIRE AISLE" shall be painted in a contrasting color every 20 feet (6096 mm) within the perimeter."

9-1-9-5001.5.1(a): UNIFIED HAZARDOUS WASTE AND MATERIALS MANAGEMENT REGULATORY PROGRAM:
The following section is added to Chapter 50, Part 9 of the CFC:

> "**5001.5.1(a) Unified hazardous waste and materials management regulatory program.** California Health and Safety Code Section 25404 establishes the Unified Hazardous Waste and Materials Management Regulatory Program requiring consolidation of six environmental programs jointly operated by the County of Los Angeles and the City of Burbank. On December 10, 1996, the Burbank City Council passed and adopted resolution number 24,929, approving an agreement and memorandum of understanding with the County of Los Angeles whereby the County will act as a Certified Unified Program Agency ("CUPA") for the City, and the City will be a participating agency."

9-1-9-5003.3.1.5: HAZARDOUS MATERIALS, RELEASE RESPONSE PLAN, INVENTORY:
The following section is added to Chapter 50, Part 9 of the CFC:

> "**5003.3.1.5 Hazardous materials, release response plan, inventory.** The City, pursuant to Section 25502 of the California Health and Safety Code, shall be responsible for the implementation of Chapter 6.95 (commencing with Section 25500) of Division 20 of the California Health and Safety Code and shall have exclusive jurisdiction within the corporate boundaries of the City for the purpose of carrying out such chapter. The Fire Code Official, or the designee of the Fire Code Official, shall be responsible for the administration and enforcement of such chapter. All fees and charges of any kind necessary for the enforcement of such chapter shall be as designated in the Burbank Fee Resolution, as amended from time to time."

9-1-9-5003.3.1.6: EMERGENCY RESPONSE EXPENSES:
The following section is added to Chapter 50, Part 9 of the CFC:

"**5003.3.1.6 Emergency response expenses.** The expenses of an emergency response necessary to protect the public or environment from a real and imminent threat due to a release of a Hazardous Material or substance as defined in this article or the California Health and Safety Code, as well as the cost of cleaning up and disposing of the hazardous materials shall be charged against any person, firm or corporation responsible thereof."

9-1-9-5003.4.1: MATERIAL SAFETY DATA SHEETS:
The following section is added to Chapter 50, Part 9 of the CFC:

"**5003.4.1 Material safety data sheets.** Material Safety Data Sheets (MSDS) shall be readily available on the premises for hazardous materials regulated by this article. The Fire Code Official may require an approved Knox vault, when there is an acutely hazardous material or threshold quantities are met (55 gallons, 200 cubic feet, 500 pounds), to be installed in an approved location which shall contain MSDS sheets, site plans and emergency phone numbers as necessary for that facility."

9-1-9-5608.1(a): PROHIBITION:
The following section is added to Chapter 56, Part 9 of the CFC:

"**5608.1(a) Prohibition.** No person shall manufacture, possess, sell, or discharge fireworks.

EXCEPTION: The use of fireworks for display is allowed as set forth in Section 5608 of the 2025 CFC."

ARTICLE 10. CALIFORNIA EXISTING BUILDING CODE

9-1-10: ADOPTION OF 2025 CALIFORNIA EXISTING BUILDING CODE

Part 10 of Title 24 of the California Code of Regulations, also known as the “California Existing Building Code,” which is part of the California Building Standards Code, 2025 Edition, and Appendices A1, A3, A4, as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted without local amendments by the City of Burbank and made a part of this Code.

ARTICLE 11. CALIFORNIA GREEN BUILDING STANDARDS CODE

DIVISION 1. GREEN BUILDING AND SUSTAINABLE ARCHITECTURE

9-1-11: ADOPTION OF 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE:
Part 11 of Title 24 of the California Code of Regulations, also known as the "California Green Building Standards Code," which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission, is hereby adopted and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-11-4.509: COOL ROOF FOR REDUCTION OF HEAT ISLAND EFFECT:
The following section is added to Chapter 4, Part 11 of the CBC to read as follows:

"9-1-11-4.509: Cool roof for reduction of heat island effect.
Roofing materials shall comply with the solar reflectance and thermal emittance requirements of this section.
Exceptions:

1. Roof repair
2. Installation of building-integrated photovoltaics
3. Roof construction that has a thermal mass over the roof membrane, including areas of vegetated (green) roofs, weighing at least 25 pounds per square foot

A. Solar Reflectance
Roofing materials shall have a minimum 3-year aged solar reflectance equal to or greater than the values specified in Table 4.509(1) and Table 4.509(2)

B. Thermal Emittance
Roofing materials shall have a *Cool Roof Rating Council* initial or aged thermal emittance equal to or greater than the values specified in Table 4.509(1) and Table 4.509(2)

C. Solar Reflective Index Alternative
Roofing materials having a Solar Reflectance Index (SRI) equal to or greater than the values specified in Table 4.509(1) and Table 4.509(2) may be used as an alternative to compliance with the 3-year aged solar reflectance and thermal emittance values."

Table 4.509(1) – LOW-RISE RESIDENTIAL

ROOF SLOPE	MIN 3-YEAR AGED SOLAR REFLECTNACE	THERMAL EMITTANCE	SRI
< 2:12	0.65	0.85	78
> 2:12	0.23	0.85	20

Table 4.509(2) – HIGH-RISE RESIDENTIAL, HOTELS, AND MOTELS

ROOF SLOPE	MIN 3-YEAR AGED SOLAR REFLECTNACE	THERMAL EMITTANCE	SRI
< 2:12	0.65	0.75	78
> 2:12	0.23	0.75	20

9-1-11-5.509: COOL ROOF FOR REDUCTION OF HEAT ISLAND EFFECT:
The following section is added to Chapter 5, Part 11 of the CBC to read as follows:

"9-1-11-5.509: Cool roof for reduction of heat island effect.
Roofing materials shall comply with the solar reflectance and thermal emittance requirements of this section.
Exceptions:

1. Roof repair
2. Installation of building-integrated photovoltaics
3. Roof construction that has a thermal mass over the roof membrane, including areas of vegetated (green) roofs, weighing at least 25 pounds per square foot

A. Solar Reflectance
Roofing materials shall have a minimum 3-year aged solar reflectance equal to or greater than the values specified in Table 5.509

B. Thermal Emittance
Roofing materials shall have a *Cool Roof Rating Council* initial or aged thermal emittance equal to or greater than the values specified in Table 5.509

C. Solar Reflective Index Alternative
Roofing materials having a Solar Reflectance Index (SRI) equal to or greater than the values specified in Table 5.509 may be used as an alternative to compliance with the 3-year aged solar reflectance and thermal emittance values."

Table 5.509 – NON-RESIDENTIAL

ROOF SLOPE	MIN 3-YEAR AGED SOLAR REFLECTNACE	THERMAL EMITTANCE	SRI
< 2:12	0.68	0.85	82
> 2:12	0.28	0.85	27

1. Calculation for spaces shall be rounded up to the nearest whole number.
2. The number of required EVCS (EV capable spaces provided with EVSE) in column 3 count toward the total number of required EV capable spaces shown in column 2.

DIVISION 2. DIVERSION OF CONSTRUCTION AND DEMOLITION DEBRIS

9-1-11-1010: PURPOSE:

The purpose of this Division, known as the Diversion of Construction and Demolition Debris Ordinance, is to reduce the amount of construction and demolition debris deposited into landfills by implementing source reduction, diversion, and recycling goals for certain applicable construction and demolition projects.

Where sections of this Division and the California Building Standards Code differ, the more stringent requirements shall apply.

9-1-11-1011: DEFINITIONS:

For the purposes of this Article, the following definitions shall apply. Words and phrases not ascribed a meaning by this Division shall have the meaning ascribed by Public Resources Code Sections 40000, et seq., the regulations of the California Integrated Waste Management Board, if defined therein, as such may be amended from time to time, and in the Resource Conservation and Recovery Act (RCRA) 42 USC §§ 6901, et seq., and the regulations implementing RCRA, as they may be amended from time to time.

APPLICANT: Means any person, firm, limited liability company, association, partnership, political subdivision, governmental agency, municipality, industry, public or private corporation, or any other entity whatsoever required to apply to the Building Department for an applicable permit to undertake construction, renovation, remodeling, repair, deconstruction, or demolition operations.

APPLICABLE PROJECT: Means a project for which a building, demolition, or other similar permit is required by this Code, and not otherwise exempt in this Division.

CONSTRUCTION AND DEMOLITION DEBRIS or C&D DEBRIS: Means used or discarded materials removed from property of an Applicable Project during construction, remodeling, repair, renovation, demolition or deconstruction resulting from construction, renovation, remodeling, repair, deconstruction, or demolition operations on any house, commercial building or other structure. Construction and Demolition Debris includes, but is not limited to, concrete, asphalt, brick, lumber, tile, carpeting, plastic, aluminum, glass, metals, gypsum wallboard, roofing materials, carpeting, wood, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures.

CONSTRUCTION AND DEMOLITION DEBRIS DIVERSION REFERENCE MANUAL or MANUAL: Means a manual prepared by the Building Division of the Community

Development Department to assist in implementation of this Division. A copy of the Manual shall be available at all times at the Building Division public counter.

CONSTRUCTION AND DEMOLITION DIVERSION SECURITY DEPOSIT or DIVERSION SECURITY DEPOSIT: Means any performance bond, surety bond, money order, letter of credit, certified check, cash, certificate of deposit or similar type of security, in a form acceptable to the City, and submitted to the City pursuant to Section 9-1-11-1012 of this Division.

ESTIMATED DEBRIS GENERATION RATE: Means the rate set forth in the standardized Estimated Debris Generation Rate Table approved by the City for use in estimating the volume or weight of materials identified in a Waste Management Plan. The approved conversion rate shall be set forth in the Manual.

DIVERT OR DIVERSION: Means activities which reduce or eliminate the amount of C&D Material from disposal in a landfill or transformation facility.

DIVERSION REQUIREMENT: Means the diversion of at least 65 percent of the total Construction and Demolition Debris generated by an Applicable Project by reuse or recycling, unless the permit applicant has been granted an exemption pursuant to Section 9-1-11-1016.

EXEMPT PROJECT: Shall have the meaning set forth in Section 9-1-11-1016 of this Division.

PROJECT: Means any activity for which a permit for a building, demolition or other permit is required.

RECYCLING SUMMARY REPORT and RSR: Means a completed Recycling Summary Report form approved by the City and which is the report that shows compliance with the Waste Management Plan.

REUSE: Means the recovery or reapplication of a product or material in a manner. For example, the reuse of products such as light fixtures, doors or used brick is considered source reduction, not recycling.

WASTE MANAGEMENT PLAN and WMP: Means a completed Waste Management Plan form, approved by the City for the purpose of compliance with this Division, submitted by the permit applicant for all Applicable Projects.

9-1-11-1012: DIVERSION OF CONSTRUCTION AND DEMOLITION DEBRIS AND SUBMISSION OF WASTE MANAGEMENT PLAN:

A. DIVERSION REQUIREMENT AND WASTE MANAGEMENT PLAN SUBMISSION. Except as otherwise provided in this Division, each Applicant for a permit required by this Code for an Applicable Project shall complete and submit a Waste Management Plan

("WMP") as part of the application packet for the building permit, unless the project is exempt, as defined below, certifying that the Diversion Requirement will be met. On or after July 1, 2007, no building or demolition permit shall be issued by the Building Department unless the Applicant for a construction or demolition permit for an Applicable Project has submitted to the Building Department an approved Waste Management Plan. The Building Official shall approve the WMP if it complies with complies with the following provision.

B. FORM OF THE WMP.

The completed WMP must be signed by the Applicant and shall indicate all of the following:

1. The site address;
2. The names, addresses, and phone numbers of the property owner and the general contractor;
3. The existing square footage, the proposed square footage, the percentage of increase in project size, or the square footage of the structure to be demolished;
4. The estimated volume or weight of construction and demolition debris, by material type, to be generated on the project site;
5. The estimated volume or weight of construction and demolition debris, by material type, to be diverted to recycling, reuse or salvage;
6. The vendor or facility that the applicant proposes to use to collect or receive that material;
7. The estimated volume or weight of the construction and demolition materials that will be landfilled;
8. Certification that the minimum Diversion Requirement will be met;
9. Such other data and information as may be required by the Building Official;
10. Other information Applicant believes is relevant to determining its efforts to comply with this Division.

C. CALCULATING VOLUME AND WEIGHT OF MATERIAL.

In estimating the volume or weight of materials identified in the WMP, the applicant shall use the Estimated Debris Generation rates approved by the City for this purpose and as indicated in the Construction and Demolition Debris Diversion Manual.

D. CONSTRUCTION AND DEMOLITION DIVERSION SECURITY DEPOSIT.

A refundable deposit shall be paid by the Applicant prior to the approval of any WMP, in an amount specified in the Fee Resolution. The deposit may be refunded without interest, in total, upon proof of satisfaction by the Building Official that no less than the Diversion Requirement generated by the Applicable Project has been diverted from disposal and has been recycled or reused or stored for later reuse or recycling in accordance with Section 9-1-11-1013. The deposit shall be forfeited entirely if Applicant fails to comply with the requirements of this Division. The deposit will not be refunded to any project that began work before obtaining all required permits as determined by the Building Official. The deposit shall be returned no later than 30 days after approval of the RSR.

E. ADMINISTRATIVE FEE.
A non-refundable administrative fee will be collected with the deposit as specified in the Fee Schedule.

9-1-11-1013: REPORTING COMPLIANCE WITH WMP:

A. DOCUMENTATION.
No later than 90 days after the Final Inspection is approved by the City, which date may be extended if City provides Applicant with a letter confirming the extension, the Applicant shall submit to the Building Official documentation that it has met the Diversion Requirement for the project in the form of the Recycling Summary Report (RSR). The Diversion Requirement shall be that the applicant has diverted at least 50 percent of the total construction and demolition debris generated by the project via reuse or recycling. This RSR shall be approved by the Building Official if it includes all of the following:

1. Receipts from a licensed vendor or facility that collected or received each material showing the actual weight or volume of that material;
2. A copy of the previously approved WMP for the project adding the actual volume or weight of each material diverted and landfilled;
3. Any additional information the Applicant believes is relevant to determining its efforts to comply with this Division.

B. WEIGHING OF WASTES.
Applicant shall make reasonable efforts to ensure that all construction and demolition material is measured and recorded using the most accurate method of measurement available. To the extent practical, all construction and demolition material shall be weighed by measurement on scales in compliance with all regulatory requirements for accuracy and maintenance. For materials for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized conversion rates approved by the Building Official for this purpose.

9-1-11-1014: WMP MUST BE KEPT ON SITE:
A copy of the WMP shall be kept on the site of the building or work at all times during which the work is in progress and must be made available to the Building Official to allow verification of the provisions of this Division.

9-1-11-1015: VIOLATION OF DIVISION:
If the Applicant fails to comply with the requirements of this Division, the Construction and Demolition Diversion Security shall be retained by the City, and, in addition, the City shall have the right to pursue either criminal prosecution or the appropriate civil action to enforce the requirements of this Code.

9-1-11-1016: EXEMPT PROJECTS:

No Construction and Demolition Debris Security Deposit or a Waste Management Plan shall be required for any of the following:

A. Work for which a building permit or demolition permit is not required by this Code.

B. Residential additions and/or alterations that do not increase the building's conditioned area, volume or size.

C. Non-residential additions and/or alterations less than 500 square feet in area if the permit valuation is less than $200,000.

D. Projects for which only a plumbing permit, electrical permit, or mechanical permit is required.

E. Demolition or construction required to protect public health or safety in an emergency.

F. Projects which may technically fall within this Division, but due to special circumstances, Construction and Demolition debris are minimized as determined by the Building Official.

9-1-11-1017: BUILDING OFFICIAL INTERPRETATIONS:

The Building Official may interpret this Division as needed, publishing any interpretations at the Building Counter, or in the Construction and Demolition Debris Diversion Manual from time to time.

ARTICLE 12. CALIFORNIA REFERENCED STANDARDS CODE

9-1-12 ADOPTION OF 2025 CALIFORNIA REFERENCED STANDARDS CODE:
Part 12 of title 24 of the California Code of Regulations, also known as the “California Referenced Standards Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted without local amendments by the City of Burbank and made a part of this Code.

ARTICLE 13. INTERNATIONAL PROPERTY MAINTENANCE CODE

9-1-13-100.1: FINDINGS:

The Council finds and determines as follows:

A. The City has a history and reputation for well-kept properties and the property values, and the general welfare of the community are founded, in part, upon the appearance and maintenance of private properties.

B. There is a need for further emphasis on property maintenance and sanitation in that certain conditions, as described in this article, have been found from place to place throughout the City.

C. The existence of such conditions as described in this article is injurious and inimical to the public health, safety, and welfare of the residents of the City and contributes substantially and increasingly to the deterioration of neighborhoods.

D. Unless corrective measures are undertaken to alleviate such existing conditions and assure the avoidance of future problems in this regard, the public health, safety, and general welfare, and specifically the social and economic standards of the community, will be depreciated.

E. The abatement of such conditions will improve the general welfare and image of the City.

F. The abatement procedures set forth in this article are reasonable and afford due process to all affected persons.

G. The uses and abuses of property as described in this article reasonably relate to the proper exercise of police power to protect the health, safety, and general welfare of the public.

9-1-13-100.2: ADOPTION OF 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE:

A. ADOPTION OF CODE.

The 2024 Edition of the International Property Maintenance Code (“IPMC”), as published by the International Code Council, together with the appendix thereof, with the exception of Sections 503.3 and 602.4, is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

B. APPLICABILITY TO GOVERNMENT BUILDINGS.

The provisions of this article shall apply to all buildings, structures, or land owned, operated, or controlled by any governmental entity or political subdivision, agency, or district thereof, but shall not apply to buildings, structures, or land exempted by the provisions of Section 105.2.2 of the California Building Code.

C. NUMBERING OF CODE.

In order to provide consistency between this article and the provisions of the International Property Maintenance Code, the section, subsection, and paragraph numbers or designations of the California Property Maintenance Code shall be retained in this article and shall be preceded by the prefix "9-1-13-". Such prefix refers to this title, chapter and article of the Burbank Municipal Code.

D. WARNING AND DISCLAIMER.
The degree of protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Accidents and disasters can and will occur on rare occasions. Risks may be increased by man-made or natural causes. This article does not imply that work done pursuant to this article or occupations permitted by this article will be free from damages. This article shall not create liability on the part of the City, any officer or employee thereof, for any damages that result from reliance on this article, or any administrative decision lawfully made thereunder.

9-1-13-101.1: TITLE:
Section 101.1 of Chapter 1 of the IPMC is amended and restated as follows:

> **“101.1 Title.**
> These regulations shall be known as the City of Burbank Property Maintenance Code of the City of Burbank, and hereinafter in this article referred to as “this code.””

9-1-13-102.3: APPLICATION OF OTHER CODES:
Section 102.3 of Chapter 1 of the IPMC is amended and restated as follows:

> “**102.3 Application of other codes.**
> Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the California Building Code, California Residential Code, California Energy Code, California Plumbing Code, California Electrical Code, California Mechanical Code, the Burbank Municipal Code, and all codes adopted or enforced by the City.”

9-1-13-103.1: AUTHORITY HAVING JURISDICTION:
Section 103.1 of Chapter 1 of the IPMC is amended and restated as follows:

> "**103.1 Authority having jurisdiction.**
> The officer or other designated authority charged with the administration and enforcement of this code shall be the “Building Official” or a duly authorized representative. “Building Official” shall be synonymous with the term “Assistant Community Development Director/Building Official” or “Building Director” or “Code Official” of the City.”

9-1-13-103.5: FEES:
Section 103.5 of Chapter 1 of the IPMC is amended and restated as follows:

"**103.5 Fees.**
Fees shall be assessed in accordance with the provisions of this section and as set forth in the Burbank Fee Resolution."

9-1-13-104.1.1: GENERAL DUTIES AND POWERS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**104.1.1 General duties and powers.**
A. RESPONSIBILITY FOR ENFORCEMENT.
The Building Official shall be responsible for the administration and enforcement of this article. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretation, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code. For purposes of declaring and abating fire hazards pursuant to the provisions of this article, the Building Official is also authorized to perform the duties imposed on the Fire Chief and Fire Marshall pursuant to the provisions of the California Fire Code as adopted and amended by this jurisdiction.

B. ENFORCEMENT.
Enforcement of this article may be accomplished by the Building Official in any manner authorized by law. The procedures set forth in this article shall not be exclusive and shall not in any manner limit or restrict the City from enforcing other City ordinances or abating public nuisances in any other manner provided by law."

9-1-13-104.3.1: ENTRY ON PRIVATE PROPERTY:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**104.3.1 Entry on private property.**
The Building Official may enter upon private property to abate the nuisance pursuant to the provisions of this article. No person shall obstruct, impede, or interfere with any officer, employee, contractor or authorized representative of the City whenever such person is engaged in the work of abatement, pursuant to the provisions of this article, or in performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to this article."

9-1-13-106.1.1: DUTY TO REPORT VIOLATIONS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.1.1 Duty to report violations.**
The Fire Chief, City Planner, Public Works Director and all other department heads shall make reports in writing to the Building Official of any building or structure which is believed to be a dangerous or substandard building within the terms of this article whenever the facts thereof shall come to the attention of such officer."

9-1-13-106.5.1: PERFORMANCE OF ABATEMENT:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.1 Performance of abatement.**
Abatement of the nuisance may in the discretion of the Building Official be performed by City forces or by a contractor retained pursuant to the provisions of this Code."

9-1-13-106.5.2: PROCEDURES FOR ABATEMENT OF VIOLATIONS OR UNLAWFUL CONDITIONS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"106.5.2 Procedures for abatement of violations or unlawful conditions.
A. NOTICE AND ORDER OF BUILDING OFFICIAL.
Whenever the Building Official has inspected or caused to be inspected any property and has found and determined that conditions constituting a public nuisance exist thereon, the Building Official may use the procedures set forth in this section for the abatement of such nuisance.

1. The Building Official shall issue a notice and order and mail a copy of such notice and order to the landowner and the person, if other than the landowner, occupying or otherwise in real or apparent charge and control of the property. The notice and order shall contain:

    a. The street address and a legal description sufficient for identification of the property on which the condition exists.
    b. A statement that the Building Official has determined that a public nuisance is being maintained on the property with a brief description of the conditions which render the property a public nuisance.
    c. An order to secure all appropriate permits and to physically commence, within ten (10) days from the date of service of the notice and order, and to complete within thirty (30) days from such date, the abatement of the described conditions.
    d. A statement advising that the disposal of material involved in public nuisances shall be carried forth in a legal manner.
    e. A statement advising that if the required work is not commenced within the time specified, the Building Official will proceed to cause the work to be done, and bill the persons named in the notice for the abatement costs and/or assess the costs against the property.
    f. A statement advising that any person having any interest or record title in the property may appeal from the notice and order or any action of the Building Official within ten (10) days from the date of service of the notice and order.
    g. A statement advising that the notice and order will be recorded against the property in the Office of the County Recorder.

2. The notice and order, and any amended notice and order, shall be mailed by first class mail, postage prepaid, to each person as required pursuant to the provisions of Subsection (a) of this section at the address as it appears on the last equalized assessment roll of the County or as known to the Building Official. The address of owners shown on the assessment roll shall be conclusively deemed to be the proper address for the purpose of mailing such notice. The failure of the Building Official to make or attempt service on any person required in this section to be served shall not invalidate any proceedings hereunder as to any other person duly served. Service by mail in the manner herein provided shall be effective on the date of mailing. The failure of any person entitled to receive such notice shall not affect the validity of any proceedings taken under this article.

3. Proof of service of the notice and order shall be documented at the time of service by a declaration under penalty of perjury executed by the person effecting service, declaring the time and manner in which service was made.

4. At the time the notice and order is served, the Building Official shall file in the Office of the County Recorder a certificate legally describing the property and certifying that a public nuisance exists on the property and the owner has been so notified. The Building Official shall file a new certificate with the County Recorder that the nuisance has been abated whenever the corrections ordered shall have been completed so that there no longer exists a public nuisance on the property described in the certificate; or the notice and order is rescinded by the Board of Building and Fire Code Appeals upon appeal; or whenever the City abates the nuisance and the abatement costs have been paid.

B. EXTENSION OF TIME TO PERFORM WORK.

Upon receipt of a written request from any person required to comply with the order, the Building Official may grant an extension of time within which to complete said abatement, if the Building Official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The Building Official shall have the authority to place reasonable conditions on any such extensions.

C. APPEAL.

Any person aggrieved by the action of the Building Official in issuing a notice and order pursuant to the provisions of this article may appeal to the Board of Building and Fire Code Appeals in accordance with the provisions of Article 13 of this chapter. If no appeal is filed within the time prescribed, the action of the Building Official shall be final."

9-1-13-106.5.3: ACCOUNT OF ABATEMENT COSTS:

The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.3 Account of abatement costs.**
The Building Official shall keep an itemized account of the costs incurred by the City in the abatement of any public nuisance under this article. Upon completion of the abatement work, the Building Official shall prepare a report specifying the work done, the itemized costs of the work for each property, including direct and indirect costs, a description of the real property, and the names and addresses of the persons entitled to service pursuant to Section 106.5.2. Any such report may include costs on any number of properties, whether or not contiguous to each other. Each person named in the notice shall be jointly and severally liable for such abatement costs and the amount of such costs shall be a debt owed to the City."

9-1-13-106.5.4: PROCEDURE FOR SPECIAL ASSESSMENT:
The following section is added to Chapter 1 of the IPMC to read as follows:

"106.5.4 Procedure for special assessment.
A. CITY CLERK.
When any charges levied pursuant to this article remain unpaid for a period of sixty (60) days or more after the date on which they were billed, the Building Official, in his discretion, may forward the abatement costs report described in Section 106.5.3 to the City Clerk.

B. HEARING NOTICE.
Upon receipt of the abatement costs report, the Clerk shall fix a time and place for hearing and passing upon the report. The Clerk shall cause notice of the amount of the proposed assessment, shown in this report, to be given in the manner and to the persons specified in Section 106.5.2. Such notice shall contain a description of the property sufficient to enable the persons served to identify it, and shall specify the day, hour, and place when the Council will hear and pass upon the report, together with any objections or protests which may be raised by any landowner liable to be assessed for the costs of such abatement. Notice of the hearing shall be given not less than fifteen days prior to the time fixed by the Clerk for the hearing, and shall also be published once, at least fifteen (15) days prior to the date of the hearing, in a newspaper of general circulation published in the County of Los Angeles.

C. PROTEST.
Any interested person may file a written protest with the City Clerk at any time prior to the time set for the hearing on the report of the Building Official. Each such protest shall contain a description of the property in which the person signing the protest is interested and the grounds of such protest. The City Clerk shall endorse on every such protest the date and time of filing, and shall present such protest to the Council at the time set for hearing."

9-1-13-106.5.5: HEARING ON PROPOSED ASSESSMENT:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.5 Hearing on proposed assessment.**
Upon the day and hour fixed for the hearing the Council shall consider the report of the Building Official, together with any protests which have been filed with the City Clerk. The Council may make such revision, correction, or modification in the report as it may deem just, and when the Council is satisfied with the correctness of the assessment, the report, and proposed assessment, as submitted or as revised, corrected, or modified, shall be confirmed. The decision of the Council on the report and the assessment and on all protests shall be final and conclusive. The Council may adjourn the hearing from time to time."

9-1-13-106.5.6: CONTEST OF ASSESSMENT:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.6 Contest of assessment.**
The validity of any assessment levied under the provisions of this article shall not be contested in any action or proceeding unless such action or proceeding is commenced within thirty (30) days after the assessment is confirmed by the Council."

9-1-13-106.5.7: NOTICE OF LIEN: FORM AND CONTENTS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.7 Notice of lien: form and contents.**
A. NOTICE OF LIEN.
Immediately upon the confirmation of the assessment by the Council, the Building Official shall execute and file in the Office of the County Recorder a certificate in substantially the following form:

NOTICE OF LIEN

Pursuant to the authority vested in the Building Official by the provisions of Article 13, Chapter 1, Title 9 of the Burbank Municipal Code, said Building Official on or about the ____ day _____ of , 20____, caused the abatement of a nuisance on real property, and the Council for the City of Burbank, on the ____ day _____ of, 20____, assessed the cost of such abatement upon said real property and the same has not been paid nor any part thereof, and the City of Burbank does hereby claim a lien on said real property for the net expense of the doing of said abatement in the amount of $_____ , and this amount shall be a lien upon said real property until the sum has been paid in full and discharged of record. The real property hereinbefore mentioned, and upon which a lien is claimed, is that certain parcel of land in the City of Burbank, County of Los Angeles, State of California, and particularly described as follows:

(DESCRIPTION)

Dated: This ____ day _____ of, 20____.

BUILDING OFFICIAL OF THE CITY OF BURBANK

(ACKNOWLEDGEMENT)

B. RECORDATION.
Immediately upon the recording of the notice of lien the assessment shall constitute a lien on the real property assessed. Such lien shall, for all purposes, be upon parity with the lien of state and local taxes."

9-1-13-106.5.8: COLLECTION WITH REGULAR TAXES PROCEDURE:
The following section is added to Chapter 1 of the IPMC to read as follows:

"106.5.8 Collection with regular taxes procedure.
A. ASSESSMENT BOOK.
The notice of lien, after recording, shall be delivered to the Auditor of Los Angeles County, who shall enter the amount on the county assessment book opposite the description of the particular property and the amount shall be collected together with all other taxes thereon against the property. The notice of lien shall be delivered to the Auditor before the date fixed by law for the delivery of the assessment book to the County Board of Equalization.

B. COLLECTION.
Thereafter the amount set forth in the notice of lien shall be collected at the same time and in the same manner as ordinary City taxes are collected and shall be subject to the same penalties and interest and to the same procedure under foreclosure and sale in case of delinquency as provided for ordinary City taxes. All laws applicable to the levy, collection and enforcement of City taxes are hereby made applicable to such assessment.

C. REFUNDS.
The Council may order a refund of all or part of a tax paid pursuant to this article if it finds that all or part of the tax has been erroneously levied. A tax or part thereof shall not be refunded unless a claim is filed with the City Clerk on or before November 1 after the tax became due and payable. The claim shall be verified by the person who paid the tax, or the legal representative of such person."

9-1-13-106.6: REMEDIES OF PRIVATE PARTIES:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.6 Remedies of private parties.**
The provisions of this article shall in no way adversely affect the right of the owner, lessee, or occupant of any such lot to recover all costs and expenses required by this article from any person causing such nuisance."

9-1-13-107.1.1: EXTENSION OF TIME OF NOTICE AND ORDER:

The following section is added to Chapter 1 of the IPMC to read as follows:

"**107.1.1 Extension of time of notice and order.**
The Building Official shall have discretionary power, upon receipt of an application from a person required to comply with a notice and order and a written agreement binding such person to comply with said order. The Building Official's authority to extend time is limited to the physical repair, rehabilitation, or demolition of the premises and will not in any way affect or extend the time to appeal any notice and order."

9-1-13-107.3.1: RECORDATION:
The following section is added to Chapter 1 of the IPMC to read as follows:

"107.3.1 Recordation.
At the time the notice and order is served, the Building Official shall file in the Office of the County Recorder a certificate legally describing the property and certifying that the building is a dangerous building and the owner has been so notified, or set aside, by the Board upon appeal, so that the building no longer exists as a dangerous building on the property described in the certificate, the Building Official shall file a new certificate with the County Recorder that the building has been demolished or removed or is no longer dangerous."

9-1-13-108.6.1: ADDITIONAL PROCEEDINGS FOR ABATEMENT OF IMMINENTLY DANGEROUS PUBLIC NUISANCES:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**108.6.1 Additional proceedings for abatement of imminently dangerous public nuisances.**
Whenever the Building Official determines that a public nuisance is so imminently dangerous to life or adjacent property that such condition must be immediately corrected, or isolated, the Building Official may institute the following procedures.

A. NOTICE.
The Building Official shall attempt to make contact through a personal interview, or by telephone with the landowner or the person, if any, occupying or otherwise in real or apparent charge and control thereof. In the event contact is made, the Building Official shall notify such person, or persons, of the danger involved and require that such condition be immediately removed, repaired or isolated so as to preclude harm to any person or property.

B. ABATEMENT.
In the event the Building Official is unable to make contact as hereinabove noted, or if the appropriate persons, after notification by the Building Official, do not take action as specified by such official, within seventy-two (72) hours, then the Building Official may, with the approval of the City Manager, take all steps deemed

necessary to remove or isolate such dangerous condition, or conditions, with the use of City forces or a contractor retained pursuant to the provisions of this Code.

C. COST.
The Building Official shall keep an itemized account of the costs incurred by the City in removing or isolating such condition, or conditions. Such costs may be recovered in the same manner that abatement costs are recovered pursuant to this article."

9-1-13-109.5.1: PROCEDURE FOR ASSESSMENT OF COST OF EMERGENCY REPAIRS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"109.5.1 Procedure for assessment of cost of emergency repairs.
A. FILING OF REPORT.
The Building Official shall keep an itemized account of the net expense involved in the repair or demolition of a building or structure. Upon the completion of the repair or demolition, the Building Official shall prepare and file with the City Clerk in duplicate a report specifying the work done.

B. REPORT TRANSMITTED TO COUNCIL AND SETTING FOR HEARING.
Upon receipt of the report, the City Clerk shall present it to the Council for consideration. The Council shall cause notice of the cost of the repair or demolition to be given in the manner and to the persons specified in Section 107 of the International Property Maintenance Code. Such notice shall specify the day, hour and place when the Council will hear and pass upon the report, together with any objections or protests which may be raised by any property owner liable to be assessed for the cost of such repair or demolition and any other interested persons. Notice of hearing provided by this subsection shall be published at least 10 days prior to the date of hearing by one insertion in a newspaper of general circulation published in the County of Los Angeles.

C. PROTESTS AND OBJECTIONS: HOW MADE.
Any person interested and affected by the proposed assessment may file written protests or objections with the City Clerk at any time prior to the time set for the hearing.

D. HEARING OF PROTESTS.
Upon the day and hour fixed for the hearing the Council shall hear and pass upon the report of the Building Official, together with any objections or protests which may be raised by any of the property owners liable to be assessed for the cost of the repair or demolition and any other interested persons.

E. ASSESSMENT TO BE TRANSMITTED TO BUILDING OFFICIAL.
Upon the confirmation of the assessment, the City Clerk shall transmit the report as modified to the Building Official.

F. RECORDATION OF ASSESSMENT.
The Building Official shall record the assessment as confirmed in a suitable book to be kept for that purpose in his office and shall append thereto his certificate of the date of such recording.

G. ASSESSMENT LIEN.
Immediately upon the recording of the assessment, the cost so assessed shall constitute a lien on the real property described in the report. Such lien shall for all purposes be on parity with the lien of state, county, and municipal taxes. All such assessments remaining unpaid for 30 days from the date of recording shall become delinquent and bear interest at the rate of one percent per month computed on the date of delinquency and on the first day of each month thereafter. The lien shall continue until the amount thereof and interest are paid or until it is discharged of record.

H. FILING OF LIEN: FORM AND CONTENTS.
The Building Official shall file in the Office of the County Recorder of Los Angeles County a certificate substantially in the following form, to wit:

NOTICE OF LIEN

Pursuant to the authority vested in the Building Official of the City of Burbank, California, by the provisions of Article 13, Chapter 1, Title 9 of the Burbank Municipal Code, said Building Official, on the ____ day of _____, 20__ , caused the building or structure on the real property hereinafter described to be repaired or demolished (as the case may be) in order to abate a nuisance on said real property, and the Council of the City of Burbank, on the ____ day of _____ , 20__ , assessed the cost of such repair or demolition (as the case may be) upon the real property hereinafter described, and the same has not been paid nor any part thereof, and the City does hereby claim a lien on said real property for the net expense of the doing of said repairs or demolition (as the case may be) in the sum of $_____ , and the amount shall be a lien upon said real property for the net expense of the doing of said repairs of demolition (as the case may be) in the sum of $_____ , and the amount shall be a lien upon said real property until the said sum, with interest at the rate of one percent per month computed upon the date of delinquency and on the first day of each month subsequent to the expiration of 30 days from the ____ day of _____ , (insert day of recording of assessment), has been paid in full and discharged of record. The real property upon which a lien is claimed is that certain parcel of land lying and being in the City of Burbank, County of Los Angeles, State of California, and particularly described as follows, to wit:

(DESCRIPTION)

Dated this _____ day _____ of , 20_____,

BUILDING OFFICIAL

(ACKNOWLEDGEMENT)

I. FORECLOSURE.
If the sum assessed is not paid to the Building Official within 30 days after the date of the recording of the assessment, the Building Official shall report such nonpayment to the Council, and the Council may instruct the City Attorney to bring an action in the name of the City to foreclose the lien of the assessment."

9-1-13-110.3.1: PROCEDURE FOR ASSESSMENT OF COST OF DEMOLITION:
The following section is added to Chapter 1 of the IPMC to read as follows:

"110.3.1 Procedure for assessment of cost of demolition.
The procedure for assessment of cost of demolition shall comply with Section 109 of the California Building Code."

9-1-13-111.1: APPLICATION FOR APPEAL:
Section 111.1 of Chapter 1 of the IPMC is amended and restated as follows:

"111.1 Application for appeal.
Any person, directly affected by a decision of the Building Official or a Notice or Order shall have the right to appeal to the Board of Building and Fire Code Appeals in accordance with Section 9-1-1-113 of the Burbank Municipal Code."

9-1-13-111.2: MEMBERSHIP OF THE BOARD:
Section 111.2 (including subsections 111.2.1 through 111.2.5) of Chapter 1 of the IPMC is amended and restated as follows:

"**111.2 Membership of the board.**
Membership of the Board of Building and Fire Code Appeals shall comply with Article 4, Title 2 Chapter 1 of the Burbank Municipal Code."

9-1-13-111.3: NOTICE OF MEETING:
Section 111.3 of Chapter 1 of the IPMC is amended and restated as follows:

"**111.3 Notice of meeting.**
The Board shall meet in accordance with the procedures defined in Section 9-1-1-113."

9-1-13-111.4.1.2: ADDITIONAL INSPECTIONS AND REPORTS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"111.4.1.2 Additional inspections and reports.

Whenever in the course of any proceedings taken hereunder the Board shall have cause to require additional evidence, the Board may request that the same be inspected by any officer of the City who may provide information pertinent to the proceedings. The officer to which such request is directed shall cause the building or structure to be inspected and a report thereof in writing shall be transmitted to the Board."

9-1-13-111.9: DUTIES OF THE CITY ATTORNEY:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**111.9 Duties of the city attorney.**
The City Attorney shall:

A. APPEARANCE AT BOARD MEETINGS.
Appear at the request of the Board at any hearing before that Board in regard to dangerous buildings or substandard buildings.

B. TAKING LEGAL ACTION.
Take such legal action as is necessary to carry out the terms and provisions of this article."

9-1-13-112.4: FAILURE TO COMPLY:
Section 112.4 of Chapter 1 of the IPMC is amended and restated as follows:

"**112.4 Failure to comply.**
Any person who shall continue any work after having been served a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to pay a fee as set forth in the Burbank Fee Resolution."

9-1-13-201.3: TERMS DEFINED IN OTHER CODES:
Section 201.3 of Chapter 2 of the IPMC is amended and restated as follows:

"**201.3 Terms defined in other codes.**
Where terms are not defined in this code and are defined in the California Building Code, California Residential Code, California Energy Code, California Green Building Standards Code, California Plumbing Code, California Electrical Code or California Mechanical Code, such terms shall have the meanings ascribed to them as stated in those codes."

9-1-13-202: DEFINITIONS:
Section 202 of Chapter 2 of the IPMC is amended by adding the following definitions:

"ATTRACTIVE NUISANCE: Shall mean any condition, instrumentality, or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril therein, and which may reasonably

be expected to attract young children to the premises and risk injury by playing with, in, or on it.

LANDOWNER: Shall mean the person to whom land is assessed as shown on the last equalized assessment roll of the county.

PARKWAY: Shall mean that portion of a street right-of-way which lies between the property line and the outside edge of a gutter or gutter lip, including a driveway approach. Where no curb exists, “parkway” shall mean the area of property from the property line to the edge of the pavement.

PROPERTY: Shall mean any lot or parcel of land. For the purposes of this definition, "lot or parcel of land" shall include any alley, sidewalk, parkway, or unimproved public easement abutting such lot or parcel of land.”

9-1-13-301.2.1: BUILDINGS:
The following section is added to Chapter 3 of the IPMC to read as follows:

“**301.2.1 Buildings.**
It shall be unlawful for any landowner or person leasing, occupying, or having charge or possession of any property in the City to maintain on such property any of the following:

1. Buildings which are abandoned, partially destroyed, or partially constructed or incomplete after building permits have expired.
2. Buildings with deteriorating or peeling paint that allows the exterior building coverings to deteriorate or to permit the effects of sun and water penetration so as to encourage decay, dry rot, warping, cracking, or any other form of deterioration.
3. Broken windows, doors, attic vents, and under floor vents.
4. Building exteriors (walls, roofs, appendages, and other architectural and structural elements), and site improvements (walls, fences, driveways, or walkways, and other site elements) which are cracked, broken, defective, deteriorated, in disrepair, or defaced due to any writing, inscription, figure, scratches, or other markings commonly referred to as "graffiti.""

9-1-13-301.2.2: PUBLIC NUISANCE:
The following section is added to Chapter 3 of the IPMC to read as follows:

“**301.2.2 Public nuisance.**
It is hereby declared a public nuisance for any landowner or person leasing, occupying, directly controlling, or having possession of any property in this City to maintain any condition described in Section 302.4 and Section 308 of this Code or to maintain any attractive nuisance.”

9-1-13-302.4: WEEDS:
Section 302.4 of Chapter 3 of the IPMC is amended and restated as follows:

"**302.4 Weeds.**
A. It shall be unlawful for any landowner, and person leasing, occupying, or having charge or possession of any property in the City to keep, maintain, or deposit on such property any of the following:

1. The following weeds:
   a. Weeds which bear seeds of a downy or wingy nature.
   b. Sagebrush, chaparral, and any brush or weeds which attain such large growth as to become, when dry, a menace to adjacent property.
   c. Weeds which are otherwise noxious or dangerous.
   d. Puncture vines and tumble weed.
   e. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.

2. Dry grass and grass likely to become dry; stubble; brush; litter; or other flammable material which endangers the public safety creating a fire hazard, as defined in the California Fire Code.

3. Dead, decayed, or hazardous trees or other vegetation; residue from a fire; or demolition such as concrete or brick foundations and flat work; and overgrown vegetation which is unsightly and likely to harbor rats or vermin, and which constitute an unsightly appearance, a fire hazard, or are dangerous to public health and welfare.

B. Upon failure of the owner or agent having charge of a property to cut or destroy weeds after service of a Notice of Violation, the owner or agent shall be subject to further enforcement in accordance with the provisions of this Article."

9-1-13-302.9: DEFACEMENT OF PROPERTY:
Section 302.9 of Chapter 3 of the IPMC is amended and restated as follows:

"302.9: Defacement of property.
See Article 3, Title 9, Chapter 3, of the Burbank Municipal Code for property maintenance requirements for defacement of property."

9-1-13-303.2: ENCLOSURES AND SAFETY DEVICES:
Section 303.2 of Chapter 3 of the IPMC is amended and restated as follows:

"**303.2: Enclosures and safety devices.**
Enclosures and safety devices shall comply with the provisions of the California Building Code. No existing pool, spa or hot tub enclosure or safety device shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier."

9-1-13-304.1.1: UNSAFE CONDITIONS:
Section 304.1.1 of Chapter 3 of the IPMC is amended by replacing the phrase "International Existing Building Code" with "California Existing Building Code", "International Building Code" with "California Building Code", and "International Residential Code" with "California Residential Code".

9-1-13-305.1.1: UNSAFE CONDITIONS:
Section 305.1.1 of Chapter 3 of the IPMC is amended by replacing the phrase "International Existing Building Code" with "California Existing Building Code", "International Building Code" with "California Building Code", and "International Residential Code" with "California Residential Code".

9-1-13-306.1.1: UNSAFE CONDITIONS:
Section 306.1.1 of Chapter 3 of the IPMC is amended by replacing the phrase "International Existing Building Code" with "California Existing Building Code", "International Building Code" with "California Building Code", and "International Residential Code" with "California Residential Code".

9-1-13-308.1.1: ACCUMULATION OF RUBBISH AND GARBAGE:
The following section is added to Chapter 3 of the IPMC to read as follows:

"**308.1.1 Accumulation of rubbish and garbage.**
It shall be unlawful for any landowner, and person leasing, occupying, or having charge or possession of any property in the City to keep, maintain, or deposit on such property any of the following:

1. Rubbish or junk, including, but not limited to, refuse, garbage, scrap metal or lumber, concrete, asphalt, tin cans, tires, and piles of earth.
2. Abandoned, discarded, or unused furniture, stoves, sinks, toilets, cabinets, or other fixtures or equipment which are not stored within an entirely enclosed space.
3. Combustible material likely to become easily ignited or debris resulting from any fire and which constitutes a fire hazard, as defined in the California Fire Code.
4. Inoperative, abandoned, or dismantled motor vehicles, trailers, campers, and boats which are not stored within an entirely enclosed space or carport.
5. Trash, garbage, or refuse cans, bins, boxes or other such containers stored in front or side yards visible from public streets."

9-1-13-401.3: ALTERNATIVE DEVICES:
Section 401.3 of Chapter 4 of the IPMC is amended and restated as follows:

"**401.3 Alternative devices.**
In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the California Building Code or the California Residential Code shall be permitted."

9-1-13-502.5: PUBLIC TOILET FACILITIES:
Section 502.5 of Chapter 5 of the IPMC is amended and restated as follows:

"**502.5: PUBLIC TOILET FACILITIES.**
Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the California Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises."

9-1-13-505.1: GENERAL - WATER SYSTEM:
Section 505.1 of Chapter 5 of the IPMC is amended and restated as follows:

"**505.1 General - water system.**
Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the California Plumbing Code."

9-1-13-602.2: RESIDENTIAL OCCUPANCIES:
Section 602.2 of Chapter 6 of the IPMC is amended and restated as follows:

"602.2 Residential occupancies.
Dwellings shall be provided with heating facilities capable of maintaining a room temperature in accordance with the code under which the building was constructed."

9-1-13-602.3: HEAT SUPPLY:
Section 602.3 of Chapter 6 of the IPMC is amended and restated as follows:

"**602.3 Heat supply.**
Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature in accordance with the code under which the building was constructed."

9-1-2-604.2: SERVICE - ELECTRICAL FACILITIES.
Section 604.2 of Chapter 6 of the IPMC is amended and restated as follows:

"**604.2: Service - electrical facilities.**
The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the California Electrical Code. Dwelling units shall be served with an electrical service in accordance with the code under which the building was constructed."

9-1-13-604.3.1.1: ELECTRICAL EQUIPMENT:
Section 604.3.1.1 of Chapter 6 of the IPMC is amended by replacing the phrase "International Building Code" with "California Building Code, California Residential Code, and the California Electrical Code."

9-1-13-604.3.2.1: ELECTRICAL EQUIPMENT:
Section 604.3.2.1 of Chapter 6 of the IPMC is amended by replacing the phrase "International Building Code" with "California Building Code, California Residential Code, and the California Electrical Code."

9-1-13-605.2: RECEPTACLES:
Section 605.2 of Chapter 6 of the IPMC is amended and restated as follows:

> "**605.2 Receptacles.**
> Every habitable space in a dwelling shall contain receptacle outlets in accordance with the code under which the building was constructed."

9-1-13-605.3: LUMINAIRES:
Section 605.3 of Chapter 6 of the IPMC is amended and restated as follows:

> "**605.3 Luminaires.**
> Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain luminaires in accordance with the code under which the building was constructed."

9-1-13-702.1: GENERAL:
Section 702.1 of Chapter 7 of the IPMC is amended and restated as follows:

> "**702.1 General.**
> A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall be maintained in accordance with the code under which the building was constructed."

9-1-13-702.3: LOCKED DOORS:
Section 702.3 of Chapter 7 of the IPMC is amended and restated as follows:

> "**702.3 Locked doors.**
> All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, and shall be maintained in accordance with code under which the building was constructed."

9-1-13-704: FIRE PROTECTION SYSTEMS:
See Title 9 Chapter 1 Article 9 of the Burbank Municipal Code for smoke alarm, power source, and interconnection requirements in existing Group R occupancies.

ARTICLE 16. SEISMIC RETROFIT STANDARDS

DIVISION 1. UNREINFORCED MASONRY ORDINANCE

9-1-16-100: ADOPTION OF CODE:
Appendix A - Chapter A1 of Part 10 of Title 24 of the California Code of Regulations, also known as the “California Existing Building Code,” which is part of the California Building Standards Code, 2025 Edition, is hereby adopted without local amendments by the City of Burbank and made a part of this Code for promoting public welfare and safety by reducing the risk of earthquake-induced damage to unreinforced masonry bearing wall buildings.

DIVISION 2. EARTHQUAKE HAZARD REDUCTION IN EXISTING REINFORCED CONCRETE WALL AND/OR REINFORCED MASONRY WALL BUILDINGS WITH FLEXIBLE DIAPHRAGMS

9-1-16-200: EARTHQUAKE HAZARD REDUCTION IN EXISTING REINFORCED CONCRETE WALL AND/OR REINFORCED MASONRY WALL BUILDINGS WITH FLEXIBLE DIAPHRAGMS:

9-1-16-200.1: PURPOSE:
The City of Burbank is within California Building Code Seismic Zone 4. This is the highest risk for damaging earthquakes. Approximately 30 percent of the City is categorized as an "Active Fault Near-Source Zone" (ICBO, California Department of Conservation-Division of Mines and Geology). The Near-Source Zone is an area within two kilometers of an active fault (Class A or B) capable of producing a major earthquake. The Verdugo Fault and the Hollywood Fault are the near-source influences for the City (both are Class B faults). A Near-Source Zone is subject to the largest and most damaging ground acceleration and velocity produced in a seismic event. The resulting structural damage in a near-source zone is generally severe.

The 1994 Northridge Earthquake caused considerable damage to buildings and structures located in the City of Burbank. Experts expect a massive earthquake on one of the faults under the City within the next 30 years and several earthquakes similar in intensity to the Northridge Earthquake during that same period.

The damage to buildings could expose occupants of these buildings to a potential life-safety risk in future earthquakes, and the City of Burbank must protect its population and property and enforce the Building Code so as to provide effective protection to all its citizens.

Recent earthquakes, including the 1994 Northridge event, have demonstrated the deficiencies in the structural performance of reinforced concrete wall and/or reinforced masonry wall buildings with flexible diaphragms. The 1997 California Building Code contained revisions to the seismic requirements for new construction, but it did not address the existing "legal nonconforming" buildings.

Pre-1976 UBC reinforced concrete wall and/or reinforced masonry wall buildings with flexible diaphragms are considered potentially hazardous and prone to significant damage, including possible roof collapse, in moderate to major earthquakes. These buildings may lack adequate strength in the anchorage system of the wall to the roof and floor diaphragms.

The purpose of this section is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on reinforced concrete wall and/or reinforced masonry wall buildings with flexible diaphragms designed under the building codes in effect prior to the adoption of the 1976 UBC. Such buildings have been categorized, based on past earthquakes, as being potentially hazardous and prone to significant damage, including possible collapse, in a moderate to major earthquake.

The provisions of this section are minimum standards for structural seismic resistance established primarily to reduce the risk of life loss or injury on both subject and adjacent properties and will not necessarily prevent loss of life or injury or prevent earthquake damage to an existing building which complies with these standards. The requirement for compliance with these standards does not preclude the utilization, at the building owner's option, of more extensive strengthening method that might further prevent or limit loss of life or injury or building damage. This section shall not require existing electrical, plumbing, mechanical or fire-safety systems to be altered unless they constitute a hazard to life or property.

This section provides for the identification and classification of reinforced concrete wall and/or reinforced masonry wall buildings with flexible diaphragms based on the current use of the building. Priorities, time periods, and standards are also established under which these buildings are required to be structurally analyzed and strengthened for seismic resistance. Where the analysis determines structural deficiencies, this section requires the building to be strengthened.

9-1-16-200.2: SCOPE:
The provisions of this section shall apply to all buildings designed under building codes in effect prior to February 14, 1977, which, on the effective date of this section have reinforced concrete walls and/or reinforced masonry walls with flexible diaphragms as defined herein.

Any such buildings with seismic strengthening in place prior to the effective date of this ordinance shall be within the scope of this section and shall, therefore, be evaluated according to the provisions of this section and modified to comply with this section if deficient.

9-1-16-200.3: DEFINITIONS:

ANCHORAGE SYSTEM: Is the system of all structural elements and connections which support the concrete or masonry wall in the lateral direction, including diaphragms and

sub-diaphragms, wall anchorage and continuity or cross tie connectors in sub-diaphragms and main diaphragms.

COMMENCED CONSTRUCTION: Construction pursuant to a valid building permit has progressed to the point that one of the called inspections as required by the City has been made and the work for which the inspection has been called has been judged by the City to be substantial and has been approved by the Building Official.

FLEXIBLE DIAPHRAGM: Is any diaphragm constructed of wood structural panel, diagonal or straight wood sheathing, metal decking without a structural concrete topping, or horizontal rod bracing.

REINFORCED CONCRETE WALL: Is a concrete wall that has 50 percent or more of the reinforcing steel required for reinforced concrete in the Uniform Building Code.

REINFORCED MASONRY WALL: Is a masonry wall that has 50 percent or more of the reinforcing steel required by 1976 Uniform Building Code Section 2106.1.12.4.

TILT-UP CONCRETE WALL: Is a form of precast concrete panel construction either cast in the horizontal position at the site and after curing, lifted into place in a vertical position, or cast off-site in a fabricator's shop.

9-1-16-200.4: RATING CLASSIFICATIONS:
The rating classifications as shown in Table No. 9-1-16-200-A are hereby established and each building within the scope of this section shall be placed in one such rating classification by the Building Official. The total occupant load as determined by CBC Chapter 10 for the entire building plus the occupant load of any adjacent building which interconnects with the subject building or uses the subject building for exiting purposes shall be used to determine the rating classification.

9-1-16-200.5: INSPECTION AND RETROFIT REQUIRED; SIGN REQUIRED:

A. The owner of each building within the scope of this section shall cause an investigation of the existing construction and a structural analysis to be made of the building by a civil or structural engineer or architect licensed by the State of California, and if the building does not meet the minimum standards specified in this section, the owner shall cause the building to be structurally altered to conform to such standards or cause the building to be demolished. The owner of a building within the scope of this section shall submit to the Building Official within 275 days after the service of the compliance order the following for review:
    1. A structural analysis, subject to approval by the Building Official within the 275-day time period, which demonstrates that the building meets the minimum requirements of this Section, or
    2. A structural analysis and plans for the proposed structural alterations of the building necessary to comply with the minimum requirements of this Section, or (3) Plans for the demolition of the building.

After plans are submitted and approved by the Building Official, the owner shall obtain a building permit, commence and complete the required construction or demolition within the time limits set forth in Table No. 9-1-16-200-B. These time limits shall begin to run from the date the compliance order is served.

B. Unless exempt pursuant to 9-1-16-200.5(c) below, the owner or person in charge or control of a building within the scope of this section shall, within 275 days after the service of a compliance order, post in a conspicuous place at the entrance of the building, on a sign not less than 8-1/2" x 11", the following statement, printed in not less than 30 point bold type: "This is a reinforced concrete wall or reinforced masonry wall building with a flexible diaphragm built prior to February 14, 1977. The City of Burbank has ordered the owner of this building to bring the building into compliance with the provisions of Burbank Municipal Code Section 9-1-16-200, which relate to earthquake safety."

C. The sign shall remain posted until the structural alterations bringing the building into compliance with the provisions of Section 9-1-16-200 are completed and approved by the Building Official. If an owner of a building within the scope of this section has submitted to the Building official a structural analysis that demonstrates that the building meets the minimum requirements of Section 9-1-16-200 and the Building Official approves such structural analysis, the sign requirements in 9-1-16-200.5(b) shall no longer be applicable to such building.

9-1-16-200.6: COMPLIANCE ORDER:

A. The Building Official shall issue a written compliance order to the record owner of each building within the scope of this section directing the owner to comply with this section and shall also mail a copy to the person, if any, occupying or otherwise in real or apparent charge and control of the building.

B. The order shall be served either personally or by mail and shall contain:

1. The street address and legal description sufficient for identification of the building.
2. A statement that the Building Official has found the building to be within the scope of Section 9-1-16-200.
3. An order to prepare and submit to the Building Official a structural analysis and plans pursuant to Section 9-1-16-200.5.
4. A statement specifying the appeal rights of the owner as contained in Section 9-1-16-200.7.

C. The order shall be served and contents recorded in accordance with the provisions of Article 13 of this Code.

9-1-16-200.7: APPEAL FROM ORDER:

A. The owner of the building may appeal the Building Official's determination that the building is within the scope of this section to the Board of Building and Fire Code Appeals. Such appeal shall be filed with the Board within 60 days of the service date

of the order described in Section 9-1-16-200.6. Such appeal shall be made in writing upon appropriate forms provided therefore by the Building Division, and the grounds thereof shall be stated clearly and concisely. Any materials that the appellant wishes considered by the Board shall be submitted to the Board at least 14 calendar days before the hearing. Each appeal shall be accompanied by a filing fee as set forth in the Burbank Fee Resolution. If no appeal is filed within 60 days of the service of the compliance order, the building shall be considered to be within the scope of this Section 9-1-16-200.

B. Appeals or requests for modification from any other determinations, orders, or actions of the Building Official pursuant to this Section shall be made in accordance with the procedures established in Section 9-1-1-113 of this Code.

9-1-16-200.8: TIME EXTENSIONS:
An owner of a building may apply to the Board of Building and Fire Code Appeals for an extension of time limits to submit a plan for retrofit of the building, to obtain necessary permits and/or to complete the retrofit to the building. The Board may grant an applicant an extension of up to 12 months additional time to comply with these requirements provided the applicant has demonstrated a good faith effort to meet the requirements of this Section 9-1-16-200. A maximum of two such extensions may be granted for a total extension of up to two years. In no case, shall the time for completion of retrofit exceed five years from the time of service of the compliance order.

9-1-16-200.9: NO ALTERATIONS PERMITTED UNTIL BUILDING RETROFIT IS COMPLETE:
Once a compliance order has been served, buildings within the scope of this Section 9-1-16-200 may not be structurally altered, remodeled or added to, without first complying with the provisions of this Section 9-1-16-200 unless the Building Official determines that the alteration is minor in nature.

9-1-16-200.10: ENFORCEMENT:
If the owner of the subject building fails to comply with any order issued by the Building Official pursuant to this section within any of the time limits set forth in Section 9-1-16-200.5, or within any additional time limits as may have been granted by the Board, the Building Official may order that the building be vacated until the building is in compliance.

9-1-16-200.11: ANALYSIS AND DESIGN:
The owner of a building subject to this Section shall cause the structure to comply with the following provisions.

9-1-16-200.11.1: WALL PANEL ANCHORAGE:
Concrete and masonry walls shall be anchored to all floors and roofs which provide lateral support for the wall. The anchorage shall provide a positive direct connection between the wall and floor or roof construction capable of resisting a horizontal force equal to 30 percent of the tributary wall weight for all buildings, and 45 percent of the tributary wall weight for essential buildings, or a minimum force of 250 pounds per linear foot of wall,

whichever is greater. The required anchorage shall be based on the tributary wall panel assuming simple supports at floors and roof.

EXCEPTION: Alternate design may be approved by the Building and Safety Division when justified by well-established principles of mechanics.

9-1-16-200.11.2: SPECIAL REQUIREMENTS FOR WALL ANCHORS AND CONTINUITY TIES:
The steel elements of the wall anchorage systems and continuity ties shall be designed by the allowable stress design method using a load factor of 1.7. The 1/3 stress increase permitted by 1976 UBC Section 1603.5 shall not be permitted for materials using allowable stress design methods. The strength design specified in 1994 UBC Section 1925.2, using a load factor of 2.0 in lieu of 1.4 for earthquake loading, shall be used for design of embedments in concrete. Wall anchors shall be provided to resist out-of-plane forces, independent of existing shear anchors.

EXCEPTION: Existing cast-in-place shear anchors may be used as wall anchors if the tie element can be readily attached to the anchors and if the engineer or architect can establish tension values for the existing anchors through the use of approved as-built plans or testing, and through analysis showing that the bolts are capable of resisting the total shear load while being acted upon by the maximum tension force due to earthquake. Criteria for analysis and testing shall be determined by the Building Division.

Expansion anchors are not allowed without special approval of the Building Division. Attaching the edge of plywood sheathing to steel ledgers is not considered as complying with the positive anchoring requirements of this Section; and attaching the edge of steel decks to steel ledgers is not considered as providing the positive anchorage of this Section unless testing and analysis are performed that establish shear values for the attachment perpendicular to the edge of the deck.

9-1-16-200.11.3: DEVELOPMENT OF ANCHOR LOADS INTO THE DIAPHRAGM:
Development of anchor loads into roof and floor diaphragms shall comply with 1994 UBC Section 1631.2.9.3.

EXCEPTION: If continuously tied girders are present, then the maximum spacing of the continuity ties is the greater of the girder spacing or 24 feet. In wood diaphragms, anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers, top plates or framing be used in cross-grain bending or cross-grain tension. The continuous ties required by 1976 UBC Section 1633.2.9.4 shall be in addition to the diaphragm sheathing.

Lengths of development of anchor loads in wood diaphragms shall be based on existing field nailing of the sheathing unless existing edge nailing is positively identified on the original construction plans or at the site.

At reentrant corners, continuity collectors may be required for existing return walls not designed as shear walls, to develop into the diaphragm a force equal to the lesser of the rocking or shear capacity of the return wall, to the tributary shear by not exceeding the capacity of the diaphragm. Shear anchors for the return shall be commensurate with the collector force. If a truss or beam other than rafters or purlins is supported by the return wall or by a column integral with the return wall, an independent secondary column is required to support the roof or floor members whenever rocking of shear capacity of the return wall is governing.

The design for the seismic deflection of return walls, and fins/canopies at entrances, shall insure deflection compatibility with the diaphragm by either seismically isolating the element or attaching the element and integrating its load into the diaphragm.

9-1-16-200.11.4: ANCHORAGE AT PILASTERS:
Anchorage of pilasters shall be designed for the tributary wall anchoring load pursuant to Section 9-1-16-200.11.1, considering the wall as a two-way slab. The pilasters or the walls immediately adjacent to the pilasters shall be anchored directly to the roof framing such that the existing vertical anchor bolts at the top of the pilasters are by-passed without causing tension or shear failure at the top of the pilasters.

EXCEPTION: If existing vertical anchor bolts at the top of the pilasters are used for the anchorage, then additional exterior confinement shall be provided.

The minimum anchorage at a floor or roof between the pilasters shall be that specified in Section 9-1-16-200.11.1 of this Section.

9-1-16-200.11.5: SYMMETRY:
Symmetry of connectors in the anchorage system is required. Eccentricity may be allowed when it can be shown that all components of forces are positively resisted and justified by calculations or tests.

9-1-16-200.11.6: MINIMUM ROOF MEMBER SIZE:
Wood members used to develop anchorage forces to the diaphragm must be at least 3x for new construction and replacement. All such members must be checked for gravity and earthquake as part of the wall anchorage system. For existing buildings, the member check shall be without the 1/3 stress increase pursuant to Section 9-1-16-200.11.2.

9-1-16-200.11.7: COMBINATION OF ANCHOR TYPES:
To repair and retrofit existing buildings, a combination of different anchor types of different behavior or stiffness shall not be permitted. The capacity of the new and existing connectors cannot be added.

9-1-16-200.11.8: PROHIBITED ANCHORS:
Usage of connectors that were bent and/or stretched from the intended use shall be prohibited.

9-1-16-200.11.9: CRACK AND DAMAGE REPAIRS, EVALUATION OF EXISTING STRUCTURAL ALTERATIONS:
The engineer shall report any observed structural conditions and structural damage that have imminent life safety effects on the buildings and recommend repairs. Evaluations and repairs shall be reviewed and approved by the Building and Safety Division. The engineer shall also evaluate the effects of alterations such as openings cut in existing wall panels without a permit that may present immediate life safety hazard and correct when necessary.

9-1-16-200.11.10: MISCELLANEOUS:
Existing mezzanines relying on the tilt-up walls for vertical and/or lateral support shall be anchored to the walls for the tributary mezzanine load. Walls depending on the mezzanine for lateral support shall be anchored per Sections 9-1-16-200.11.1, 9-1-16-200.11.2 and 9-1-16-200.11.3.

EXCEPTION: Existing mezzanines that have independent lateral and vertical support need not be anchored to the walls. Existing interior masonry or concrete walls not designed as shear walls, that extend to the floor above or to the roof diaphragm shall also be anchored for out-of-plane forces per Sections 9-1-16-200.11.1, 9-1-16-200.11.2 and 9-1-16-200.11.3 of this Code. In the in-plane direction, the walls may be isolated or shall be developed into the diaphragm for a lateral force equal to the lesser of the rocking or shear capacity of the wall, or the tributary shear but not exceeding the diaphragm capacity.

9-1-16-200.12: MATERIALS OF CONSTRUCTION:
All materials permitted by this Code, including their appropriate allowable stresses and those existing configurations of materials specified in this Code, may be utilized to meet the requirements of this Section.

9-1-16-200.13: INFORMATION REQUIRED ON PLANS:
The plans shall accurately reflect the results of the engineering investigation and design and show all pertinent dimensions and sizes for plan review and construction. In addition to the seismic analysis required elsewhere in this Section, the licensed engineer or architect responsible for the seismic analysis of the building shall record the following on the approved plans:

A. Floor plans and roof plans shall show existing framing construction, diaphragm construction, proposed wall anchors, cross-ties and collectors. Existing nailing, anchors, ties and collectors shall also be shown on the plans if these are part of the design, and these structural elements need to be verified in the field.

B. At elevations where there are alterations or damage, details shall show roof and floor heights, dimensions of openings, location and extent of existing damage, and proposed repair.

C. Typical wall panel sections with panel thickness, height, location of anchors shall be provided.

D. Details shall include existing and new anchors and the method of development of anchor forces into the diaphragm framing; existing and/or new cross-ties; existing and/or new or improved support of roof and floor girders at pilasters or walls.

TABLE NO. 9-1-16-200-A RATING CLASSIFICATIONS Classification/Occupant Load		
Group I 300 or more	Group II 30 to 299	Group III less than 30

TABLE NO. 9-1-16-200-B TIME LIMITS FOR COMPLIANCE		
Obtain Building Permit Within	**Commence Construction**	**Complete Construction**
365 days	545 days	Three years

TABLE NO. 9-1-16-200-C SERVICE PRIORITIES Rating/Minimum Time Period Classification Before Service of Compliance Order		
Group I 30 days	Group II 1 year	Group III 2 years

DIVISION 3. VOLUNTARY PRESCRIPTIVE PROVISIONS FOR SEISMIC STRENGTHENING OF CRIPPLE WALLS AND SILL PLATE ANCHORAGE OF LIGHT, WOOD-FRAME RESIDENTIAL BUILDINGS

9-1-16-A300: ADOPTION OF CODE:
Appendix A - Chapter A3 of Part 10 of Title 24 of the California Code of Regulations, also known as the “California Existing Building Code,” which is part of the California Building Standards Code, 2025 Edition, is hereby adopted without local amendments by the City of Burbank and made a part of this Code for promoting public welfare and safety by reducing the risk of earthquake-induced damage to existing wood-frame residential buildings.

DIVISION 4. MANDATORY EARTHQUAKE HAZARD REDUCTION IN EXISTING WOOD FRAME RESIDENTIAL BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALL LINES

9-1-16-400.1: PURPOSE:

The City of Burbank is located within the most seismically active area of the country exposing structures to the highest risk of damage due to earthquakes. The City is located in close proximity to the Verdugo Fault, Hollywood Fault, and the San Andreas fault and

is therefore susceptible to the geological conditions of earthquake faults. The resulting structural damage in such areas can be severe.

The 1994 Northridge Earthquake caused considerable damage to buildings and structures located in the City of Burbank. Experts expect a massive earthquake on one of the faults under the City within the next 30 years and several earthquakes similar in intensity to the Northridge Earthquake during that same period.

The damage to buildings could expose occupants of these buildings to a potential life-safety risk in future earthquakes. The City of Burbank must protect its population and property and enforce the Building Code so as to provide effective protection for its citizens.

Recent earthquakes, including the 1994 Northridge event, have demonstrated deficiencies in the structural performance of existing wood-framed multi-story buildings with soft, weak, or open front walls. More recent Building Codes have incorporated revisions to the seismic requirements that apply to the design and construction of new or altered buildings but did not mandate retrofit of existing “nonconforming” buildings that predated the revisions.

Pre-1978 buildings of this type are considered potentially hazardous and prone to significant damage, particularly along certain lines of the building at the ground floor, in moderate to major earthquakes. These buildings may lack adequate strength in these susceptible areas to prevent collapse.

The purpose of this section is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on existing wood-framed multi-story buildings with soft, weak, or open front walls designed under the building codes in effect prior to the adoption of the 1978 California Building Standards Code. Such buildings have been categorized, based on past earthquakes, as being potentially hazardous and prone to significant damage, including possible collapse, in a moderate to major earthquake.

The provisions of this section are minimum standards for structural seismic resistance established primarily to reduce the risk of life loss or injury on both subject and adjacent properties. The requirement for compliance with these standards does not preclude the utilization, at the building owner’s option and expense, of more extensive strengthening method that might further prevent or limit loss of life or injury or building damage. This section shall not require existing electrical, plumbing, mechanical or fire-safety systems to be altered unless they constitute a hazard to life or property.

This section provides for the identification and classification of existing wood-framed multi-story buildings with soft, weak, or open front walls based on the current use of the building. Time periods and standards are also established under which these buildings

are required to be structurally analyzed and strengthened for seismic resistance. Where the analysis determines structural deficiencies, this section requires the building to be strengthened.

9-1-16-400.2: SCOPE:

The provisions of this section shall apply to wood-framed multi-story residential-use buildings designed under building codes in effect prior to January 1, 1978, which, on the effective date of this section, have soft, weak, or open front walls at the ground floor as defined herein.

Single-family or duplex residential structures that qualify as Occupancy Group R-3 per the Building Code are exempt from the requirements of this section.

Notwithstanding any provision of the Building Code, compliance with this section shall not require existing electrical, plumbing, mechanical or fire-safety systems to be altered to comply with existing code unless they constitute a hazard to life or property. The existing electrical, plumbing, mechanical or fire-safety components shall comply with the Building Code if the seismic retrofit interferes with or alters any of these components.

9-1-16-400.2.1: RECIPROCITY:

Buildings that have been voluntarily retrofitted pursuant to Ordinance No. 3487 or 9-1-16-A400, prior to the effective date of this ordinance, are exempt from the requirements of this section. In such cases, the building owner shall submit permit documentation supplementing the screening report that validates that the building has been retrofitted and a building permit has been finalized for a soft, weak, or open front walls condition at the ground floor as defined herein.

9-1-16-400.3: DEFINITIONS:

Notwithstanding the applicable definitions, symbols and notations in the Building Code, the following definitions shall apply for the purposes of this section:

BUILDING CODE: refers to the current Building Code adopted by the City of Burbank.

ENGINEERING ASSESSMENT REPORT: is a report prepared by a civil or structural engineer or architect licensed by the State of California which shall include detailed and dimensioned drawings of the existing building and structural analysis of the existing conditions with supporting calculations to clarify the presence or absence of soft, weak, or open-front wall conditions of the subject building.

GROUND FLOOR: is any floor within the wood-frame portion of a building whose elevation is immediately accessible from an adjacent grade by vehicles or pedestrians. The ground floor portion of the structure does not include any floor that is completely below adjacent grades.

OPEN-FRONT WALL LINE: is an exterior wall line lacking sufficient vertical elements of the lateral force-resisting system, which then requires tributary seismic forces to be resisted by diaphragm rotation or requires excessive cantilever beyond parallel lines of shear walls. Diaphragms that cantilever more than twenty five percent (25%) of the distance between the first two adjacent parallel lines of lateral force resisting elements from which the diaphragm cantilevers shall be considered excessive. Cantilevers shall not exceed more than six feet. Diaphragm cantilevers or exterior balconies of 6 feet or less in width shall not be considered excessive cantilevers.

OWNER OR BUILDING OWNER: is the person, individual(s), agent, firm, corporation, or entity having legal possession, equitable interest in the property, or rights to sanction evaluation or retrofit of a building.

RETROFIT: is an improvement of the seismic lateral force resisting system by alteration of the existing structural elements or addition of new structural elements.

SCREENING REPORT: is a city-standardized form completed and submitted by the building owner or their representative that identifies the appropriate construction, use, and other relevant characteristics of the subject building to confirm applicability of this ordinance.

SEISMIC DESIGN GUIDELINES: are current guidelines developed by the Building Official, which are intended to calibrate, delineate and detail technical requirements to be used for the retrofitting of buildings subject to this section.

SEISMIC RETROFIT CONSTRUCTION COSTS: are all costs directly related to the construction required to retrofit a building to comply with requirements of this section, including labor, material, equipment, and contractor services. The costs shall not include: project management fees and expenses, architectural and engineering fees, testing and inspections fees, or permitting and processing fees.

SOFT WALL LINE: is a wall line, the lateral stiffness of which is less than what is required by story drift limitations or deformation compatibility requirements of this section. In lieu of the engineering analysis required by this section to determine whether a wall line's lateral stiffness is less than the aforementioned story drift limitations or deformation compatibility requirements, a soft wall line may be defined as a wall line in a story where the wall stiffness is less than seventy percent (70%) of the stiffness of the exterior wall above for the direction under consideration.

STORY: as used in this section, is defined as the portion of a structure between the tops of two successive finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the roof structural element, but also includes any basement or underfloor space of a building exceeding four feet in height.

STORY STRENGTH: is the total strength of all seismic-resisting elements sharing the same story shear in the direction under consideration.

WALL LINE: is any length of a wall along a principal axis of the building used to provide resistance to lateral loads.

WEAK WALL LINE: is a deficiency of a Wall Line at the Ground Floor in which the wall strength is less than eighty percent (80%) of the strength of the wall above in the direction under consideration.

9-1-16-400.4: COMPLIANCE REQUIREMENTS:

A. Upon the issuance of an order as identified in this section, for each building structure identified in that order, the following requirements apply:

1. The owner or appropriate representative of each building within the scope of this section shall be responsible for the completion and submission of a screening report which addresses and clearly identifies all relevant characteristics of the subject building; and

2. The owner shall cause the building to be structurally altered to conform to such standards at their own cost. The owner shall engage a civil or structural engineer or architect licensed by the State of California to prepare, stamp, and sign the following for submission to the City:

a. A structural analysis with calculations for proposed structural alterations of the building necessary to comply with the minimum requirements of this section; and

b. Construction documents that include all plans, notes, details, and specifications that fully identify the requirements of the necessary construction efforts for compliance with this section.

B. After plans are submitted and approved by the Building Official, the owner shall obtain a building permit to commence and complete the required construction within the time limits set forth in this section. These time limits shall begin to run from the date the compliance order is served, January 10, 2025.

9-1-16-400.5: TIME PERIOD FOR COMPLIANCE:

Within the timeframes specified in Table 9-1-16-400.5 from the date the order is issued, January 10, 2025, the Owner of any building that is subject to the provisions of this section is responsible for ensuring the completion of the appropriate scope of work. The screening form shall demonstrate whether the structure conforms to the earthquake design provisions contained in this section. Minimum form requirements shall be as specified by the Building Official. Buildings determined to be outside of the scope of this section based on the screening form, shall not be required to be retrofitted.

Table 9-1-16-400.5

SOFT-STORY SEISMIC RETROFIT COMPLIANCE TIMELINE

Milestone	Submit Screening Form	Submit Engineered Plans	Plans Approved	Obtain Permit and Begin Construction	Complete Construction
Time from Notice Date – January 10, 2025	1 year – January 12, 2026	2 years – January 11, 2027	3 years – January 10, 2028	4 years – January 10, 2029	5 years – January 10, 2030

9-1-16-400.6: COMPLIANCE ORDER:

9-1-16-400.6.1: ISSUANCE OF ORDER:

When the Building Official determines that a building is within the scope of this section, the Building Official shall issue an order as described in Section 9-1-16-400.6.2 to the Owner of the building.

9-1-16-400.6.2: CONTENTS OF ORDER:

The order shall specify that the Building Official has determined that the subject structure is within the scope of this section and may therefore be required to meet the seismic strengthening provisions of this section. The order shall set forth the Owner's alternatives and time limits for compliance with this section.

9-1-16-400.6.3: SERVICE OF ORDER:

The order shall be in writing and shall be sent via USPS Certified mail in a sealed envelope, postage prepaid, and addressed to the Owner as shown on the last equalized assessment roll.

9-1-16-400.6.4: FAILURE TO RECEIVE ORDER:

Failure of any Owner to receive an order as indicated in this section shall not relieve the Owner from compliance with this section.

9-1-16-400.6.5: APPEAL/EXEMPTION FROM ORDER:

Upon completion of the screening report confirming applicability of the ordinance, the owner may appeal the Building Official's determination. If the building is presumed to not be subject to this section due to a lack of any soft, weak, or open-front wall lines, an engineering assessment report may be prepared by a civil or structural engineer or architect licensed by the State of California and submitted to the Building Official for consideration of acceptance, at the owner's expense. If the engineering assessment finds that the building does not meet the criteria of a soft, weak, or open front along any of the grade-level wall lines, an engineering exemption may be requested. The Building Official shall review completed engineering assessment reports to determine if an engineering exemption is warranted and provide a decision of approval or denial to the owner in writing. The decision of the Building Official regarding the engineering exemption shall be served on the Owner in compliance with section 9-1-14-400.6.3.

9-1-16-400.6.6: RECORDATION:

If an Owner of a building that has been determined to be within the scope of this Article has failed to comply with the requirements of this section within the time limits provided in Table A, the Building Official may record in the office of the Los Angeles County Recorder a certificate stating that the subject building is within the scope of this Article and requires seismic retrofit.

Once the building has been retrofitted to comply with this section, the Building Official shall record a Certificate indicating that the subject building no longer is in violation of this section.

9-1-16-400.6.6: EXTENSIONS:

At any point after the completion of the screening report and the construction plans have been submitted and approved, an owner of a building may apply to the Building Official for an extension of the construction time limits as stated in this section. The Building Official may grant one or more extensions of additional time, for periods not more than 180 days each, to comply with the requirements of this section, so long as the Owner provides the following: 1) the Owner has demonstrated a good faith effort to meet the

requirements of this section; and 2) the Owner includes a proposed schedule for the remaining scope of work for the project. The granting of an extension shall not exempt nor postpone compliance with the provisions set forth section 9-1-16-400.7 or 9-1-16-400.12.2.

9-1-16-400.7: OCCUPANCY AND TENANT ADVISORY:

9-1-16-400.7.1: NOTICE OF ORDER:

The owner or person in charge or control of a building within the scope of this section shall, within 1 year after the service of a compliance order, post in a conspicuous place at the entrance of the building, on a sign not less than 8-1/2" x 11", the following statement, printed in not less than 30-point bold type:

The City of Burbank has ordered the owner of this building to bring the building into compliance with the provisions of Burbank Municipal Code section 9-1-16-400, which relate to earthquake safety.

The sign shall remain posted until the structural alterations bringing the building into compliance with the provisions of this section are completed and approved by the Building Official. If the Building Official approves an exemption that demonstrates that a building is not subject to the provisions of this section, these sign requirements shall no longer be applicable to that building.

9-1-16-400.7.2: NOTICE OF CONSTRUCTION:

Upon issuance of the building permit, the owner or person in charge or control of a building within the scope of this section shall post a notice that includes the information for the project as determined by the City, including the scope of work, expected duration, contact information for a representative of the contractor, and construction hours. The text format, signage size, and signage location shall be approved by the Building Official.

9-1-16-400.8: ANALYSIS AND DESIGN:

9-1-16-400.8.1: SCOPE OF ANALYSIS:

As required by this section, the alteration, repair, replacement or addition of structural elements and their connections shall meet the minimum strength and stiffness requirements in conformance with the current Building Code except as modified herein. The lateral-load-path analysis shall include the load-resisting elements and connections from the horizontal wood diaphragms immediately above any soft, weak, or open wall

lines to and including the foundation. Stories above the soft, weak, or open wall lines shall be considered in the analysis but need not be modified. Engineer shall investigate existing conditions as applicable for the required analysis including performing initial material testing and verification of existing conditions. Minimum investigation requirements shall be specified by the Building Official.

9-1-16-400.8.2: DESIGN BASE SHEAR AND DESIGN PARAMETERS:

The design force in a given direction shall not be less than 75% of the design base shear as determined based on the seismic provisions of ASCE 7 and design provisions as specified by the current Seismic Design Guidelines. The structure shall be analyzed and/or strengthened in order to mitigate each soft, weak, or open-front wall line deficiency as defined in 9-1-16-400.3.

9-1-16-400.8.3: LIMITATIONS TO LATERAL FORCE-RESISTING SYSTEMS:

Strengthening systems with concrete shear walls, masonry shear walls, or steel braced frames shall not be permitted unless a full story analysis is performed and includes the proper consideration of actual diaphragm stiffness torsional behavior.

9-1-16-400.8.4: HORIZONTAL STRUCTURAL IRREGULARITIES IN BUILDINGS WITH 3 OR MORE STORIES:

Structures with three or more stories and having horizontal structural irregularities of type 2, 3, 4, or 5 as listed in ASCE 7 Table 12.3-1 (“Horizontal Structural Irregularities”) shall be altered to meet the additional requirements of those sections referenced in the table for the soft, weak, or open-front wall lines being considered.

9-1-16-400.8.5: ALTERNATIVE ANALYSIS, BASE SHEAR, AND DESIGN PARAMETERS:

The Building Official may approve alternate analysis and/or design methodologies that meet the same performance intent as those prescribed by this Article and that achieve the objectives established by this section. Design criteria shall be submitted to the Building Official for review and approval prior to submission of plans.

Alternatively, the structure may be retrofitted per Appendix A4 of the California Existing Building Code, provided the entire Story is analyzed and/or strengthened in order to mitigate each soft, weak, or open-front wall line deficiency as defined in 9-1-16-400.3.

9-1-16-400.8.6: STORY DRIFT LIMITATIONS:

The calculated story drift for each retrofitted wall line shall not exceed the allowable deformation compatible with all vertical load-resisting elements and 0.025 times the story height. Drift calculations shall be in accordance with ASCE 7 requirements and design provisions as approved by the Building Official.

9-1-16-400.8.7: POLE/CANTILEVER COLUMN SYSTEMS:

For retrofitted systems where the lateral resistance along a soft, weak, or open-front wall line is provided by pole/cantilever column elements, a minimum of two pole/columns elements are required separated by a minimum clear distance of 8-feet.

The effects of rotation and soil stiffness shall be included in the calculated story drift where lateral loads are resisted by vertical elements where required depth of embedment is determined by pole formulas or as specified by an approved geotechnical investigation report.

9-1-16-400.8.8: ELEMENTS NOT PART OF THE LATERAL FORCE-RESISTING SYSTEM:

The requirements of the Building Code shall apply, except as modified herein. All structural framing elements along and immediately adjacent to the retrofitted lines and their connections where not required by the design to be part of the lateral force resisting system shall be designed and detailed to be adequate to maintain support of design dead plus live loads when subject to the expected deformations caused by seismic forces. The stress analysis of cantilever columns shall use an effective length factor of 2.1 for the direction normal to the axis of the beam.

9-1-16-400.8.9: TIES, CONTINUITY, AND COLLECTORS:

All parts of the structure included in the scope of analysis shall be interconnected and the connections shall be capable of resisting the seismic forces created by the parts being connected in accordance with the current Building Code.

9-1-16-400.8.10: ANCHORAGE OF CONCRETE OR MASONRY STRUCTURAL WALLS TO DIAPHRAGMS:

When using new masonry or concrete walls to meet the requirements of this section, proper in-plane and out-of-plane anchorage of walls into the diaphragm shall be provided in accordance with the current Building Code.

9-1-16-400.9: OTHER DEVELOPMENT STANDARDS:

Other applicable development standards within this Code shall remain in effect for proposed retrofits required to bring a structure into compliance with this section. Any proposed deviations from established development standards must be presented in writing and on appropriate construction documents. The acceptability of any deviations shall be at the discretion of the Building Official.

9-1-16-400.10: INFORMATION REQUIRED ON PLANS:

9-1-16-400.10.1: GENERAL:

For existing and new construction, the plans and specifications shall be of sufficient clarity to indicate the nature, design methodology, and extent of the proposed work and to show in detail that it will conform to the provisions of this section and other applicable sections of the Building Code.

9-1-16-400.10.2: ENGINEER'S STATEMENT:

The responsible engineer or architect shall provide the following statements on the approved plans:

I am responsible for designing this building's seismic strengthening in compliance with the minimum standards of the Mandatory Earthquake Hazard Reduction in Existing Wood Frame Residential Buildings with Soft, Weak, or Open-Front Wall Lines (Title 9, Chapter 1, Article 16, Division 4).

9-1-16-400.10.3: OWNER'S STATEMENT:

Unless the entire building has been evaluated and retrofitted as needed to meet the full intent of the current Building Code, the Owner shall provide and sign the following statement on the cover of the drawings:

I, _____, understand the seismic evaluation and strengthening performed under this project complies with the Mandatory Earthquake Hazard Reduction in Existing Wood Frame Residential Buildings with Soft, Weak, or Open-Front Wall Lines (Title 9, Chapter 1, Article 16, Division 4) which is intended to improve the performance of the building during a seismic event. I understand the entire building has not been evaluated nor strengthened for other potential structural deficiencies that may cause a life safety concern, injury, or property damage risk resulting from a seismic event.

9-1-16-400.10.4: QUALITY CONTROL AND ASSURANCE REQUIREMENTS:

The approved plans shall include notes which clearly identify all project-specific requirements for material testing, special inspections, structural observations, and the proper installation of newly added materials.

9-1-16-400.11: QUALITY ASSURANCE:

9-1-16-400.11.1: STRUCTURAL OBSERVATIONS:

All structures regulated by this section require structural observation during construction. The Owner shall employ the engineer or architect responsible for the structural design, or another engineer or architect designated by the engineer or qualified architect responsible for the structural design, to perform structural observation as defined in the Building Code.

9-1-16-400.11.2: SPECIAL INSPECTIONS:

Special inspections shall be provided as required by the Building Code. Additional inspections shall be noted on drawings as required by Building Official.

9-1-16-400.12: VIOLATIONS/PENALTIES:

9-1-16-400.12.1: VIOLATIONS:

It shall be unlawful for any person to own, use, occupy or maintain any building or structure or portion thereof, or cause the same to be done, contrary to, or in violation of, any of the provisions of this section. Violations of this section are subject to the provisions of 1-1-105 of this code.

If the owner of the subject building fails to comply with any order issued by the Building Official pursuant to this section within any of the time limits set forth in 9-1-16-400.5, or within any additional time limits as may have been granted per this section, the subject building shall be deemed to be in violation and subject to penalties per 9-1-16-400-12.3.

9-1-16-400.12.2: RECORDATION OF VIOLATIONS:

Pursuant to violations of this section, the Building Official may record in the office of the Los Angeles County recorder a certificate stating that the subject building is in violation of the terms of this section and requires seismic retrofit.

Once the building has been retrofitted to comply with this section, the Building Official shall record a Certificate indicating that the subject building no longer is in violation of this section.

9-1-16-400.12.3: PENALTIES:

In addition to the penalties provided in Section 1-1-105 of this code, any condition caused or permitted to exist in violation of this section shall be subject to 1-1-108 of this code and issuance of administrative citations as established in 1-1-108.1 of this code. The Building Official may order that the building be vacated until the building is in compliance.

9-1-16-400.13: APPLICABILITY/SERVICEABILITY:

9-1-16-400.13.1: INTERNAL CONFLICTS:

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sub-sections of this section specify different materials, methods of construction, or other requirements, the most restrictive shall govern.

9-1-16-400.13.2: OTHER LAWS:

The provisions of this section shall not be deemed to nullify any provisions of local, state or federal law.

9-1-16-400.13.3: CODES AND REFERENCES:

The provisions of the codes and standards referenced in this section shall be considered part of the requirements of this section to the prescribed extent of each such reference. Where there are conflicts between the provisions of this section and the provisions of any referenced code or standard, the provisions of this section shall apply.

9-1-16-400.14: COSTS RECOVERY:

9-1-16-400.14.1: PASS-THROUGH COSTS:

Upon completion of seismic retrofit work and finalization of the corresponding building permit, property owners are authorized to implement a temporary surcharge to recover up to 50% of total seismic retrofit construction costs divided equally among all rental units. The monthly surcharge applied to each unit shall not exceed $51 per unit and may be collected for a maximum period of 120 months. In no event shall the surcharge be levied beyond 120 months from when the date the building permit for the retrofit is finalized.

Before implementing any surcharge to recover seismic retrofit construction costs, property owners must provide written notification to tenants containing the following information:

a. The total seismic retrofit construction costs incurred.

b. The specific amount of the pass-through surcharge.

c. The duration for which the surcharge will be collected.

Property owners are responsible for maintaining accurate and comprehensive records that justify and track the surcharge and must disclose the surcharge as a separate line item on new leases. Such records must be available for inspection as necessary by relevant authorities.

DIVISION 5. EARTHQUAKE DAMAGE REPAIR OF WELDED STEEL MOMENT FRAME BUILDINGS

9-1-16-500: EARTHQUAKE DAMAGE REPAIR OF WELDED STEEL MOMENT FRAME BUILDINGS:

9-1-16-500.1: PURPOSE:

The City of Burbank is within CBC Seismic Zone 4. This zone is the highest risk for damaging earthquakes. Approximately 30 percent of the City is categorized as an "Active Fault Near Source Zone" (ICBO, California Department of Conservation-Division of Mines and Geology). The Near-Source Zone is an area within two kilometers of an active fault (Class A or B) capable of producing a major earthquake. The Verdugo Fault and the Hollywood Fault are the near-source influences for the City (both are Class B faults). A

Near-Source Zone is subject to the largest and most damaging ground acceleration and velocity produced in a seismic event. The resulting structural damage in a near-source zone is generally severe.

The 1994 Northridge Earthquake caused considerable damage to buildings and structures located in the City of Burbank. Experts expect a massive earthquake on one of the faults under the City within the next 30 years and several earthquakes similar in intensity to the Northridge Earthquake during that same period.

Studies have been conducted on the earthquake damage by structural engineers from numerous state and city agencies and the Structural Engineers Association of Southern California (SEAOSC). These engineers have determined that welded steel moment frame buildings located in earthquake-damaged areas were severely impacted by the Northridge Earthquake and its aftershocks.

Section 9-1-16-500 is in response to the discovery of unexpected and unprecedented damage to welded steel moment frame (WSMF) structures in the Northridge Earthquake. This serious damage was revealed only after detailed structural inspections were performed. In many cases, buildings with significant structural damage showed no outward signs of distress. Given the lack of visual and superficial clues, such as a permanent drift or damaged architectural elements, property owners and building occupants are unaware of the risk to safety and the serious consequences of hidden damage to welded steel moment frames.

Inspection of the WSMF building stock in the City of Los Angeles revealed significant and widespread damage due to the Northridge Earthquake of 1994, when evaluated in accordance with SAC/FENIA guidelines. Sixty percent, or 150, of the buildings within the scope of the City of Los Angeles Repair Ordinance had significant WSMF structural damage requiring repairs. The buildings in Burbank were subjected to similar earthquake forces and ground motions as these damaged buildings in Los Angeles. A building with a damaged WSMF has little or no capacity to resist further earthquake forces.

The Building Code does not allow a welded steel moment frame building to be maintained with damaged connections. It is necessary to insure that repairs to these welded steel moment frame buildings are performed in an expeditious manner.
The damage to these welded steel moment frame buildings could expose occupants of these buildings to potential life-safety risks in future earthquakes, and the City of Burbank must protect its population and property and enforce the Building Code so as to provide effective protection to all its citizens.

Thus, the purpose of this ordinance is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on welded steel moment frame buildings.

9-1-16-500.2: SCOPE:

Section 9-1-16-500 shall be applicable to buildings of more than one story of welded steel moment frame design if construction of the building began before January 17, 1994, provided, however, that the following buildings are exempt from the requirements of this Section 9-1-16-500:

A. Any single-family dwelling (CBC R-3 occupancy),

B. Detached one- or two-story dwellings of CBC R-I occupancy, and

C. Detached apartment houses containing fewer than five dwelling units and used solely for residential purpose.

9-1-16-500.3: DEFINITIONS:

CONNECTION: Combination of joints used to transmit forces between two or more members categorized by the amount and type of force transferred (moment, shear, end reaction).

NON-DESTRUCTIVE TESTING: An approved in-situ procedure for examining material continuity, including but not limited to: Liquid Dye Penetrant Test, Magnetic Particle Test, Radiographic Test, Ultrasonic Test.

STRUCTURAL ENGINEER: A person authorized to use the title of structural engineer under Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code.

WELDED STEEL MOMENT FRAME: A plane (or nearly so) frame structure deriving lateral load stability from rigid interconnection of the beams and columns. Rigid connections may consist either of fully welded connections or connections which are partially welded and bolted. This includes both ordinary moment-resisting frames and special moment-resisting frames as defined by the California Building Code.

9-1-16-500.4: INSPECTION AND REPAIR REQUIRED:

A. Structural Analysis and Inspection Report.

The owner of each building within the scope of this Section 9-1-16-500 shall, upon service of an inspection order, cause a structural analysis and inspection report of the building to be prepared by a structural engineer.

The structural analysis and inspection report shall contain the results of an analytical or numerical analysis of the building with the number and location of connections identified as requiring inspection based on the results of such analysis. The number and location of connections to be inspected shall be selected by the structural engineer and approved by the Building Official prior to inspection.

Inspection and test procedures shall follow guidelines established by the Federal Emergency Management Agency (FEMA), Applied Technology Council (ATC), and SAC Steel Project. The Building Official shall verify the analysis and inspection procedures comply with these guidelines.

The final structural analysis and inspection report shall include the result of any nondestructive tests and the results of other approved methods of testing connections, shall state whether or not the building has damage to these connections, and shall identify the damaged connections.

If no repairs are indicated in the structural analysis and inspection report, the report shall demonstrate that the building's welded steel moment frame structural elements are without damage that may reduce the moment resisting capacity of the structural elements below the building's original minimum design requirements.

If the structural analysis and inspection report indicate that the welded steel moment frame structure of the building is damaged, the report shall include plans and procedures prepared by a structural engineer for the repair of such damage. The repair plans shall indicate the repairs necessary for the structure to meet the standards for strength under which the building was originally designed.

The structural analysis and inspection report must be submitted to the Building Official within 12 months after the service of an inspection order. The structural analysis inspection report is subject to approval by the Building Official.

B. Repair of Damage.

If the structural analysis and inspection report indicates that the welded steel moment frame structure of the building is damaged, the owner of such building shall cause the structure to be repaired to the standards for strength under which the building was originally designed. After repair plans are submitted and approved by the Building Official, the owner shall, within 18 months of the service of the inspection order, obtain a building permit for the necessary repairs. The repairs shall be completed within 24 months after the service of the inspection order.

9-1-16-500.5: TYPES OF DAMAGE:

Types of damage which may reduce the moment resisting capacity of welded steel moment frame structures below minimum design safety criteria include but are not limited to:

A. Column to beam connection weld discontinuities detectable by visual inspection or non-destructive testing that are not termed defects per the criteria given in the Welding Code. Weld defects resulting in discontinuity and loss of connection strength below design criteria. Cracked or damaged shear tab or weld.

B. Panel zone damage such as fracture, buckle, or yield of continuity plate, yield or ductile deformation of web, full or partial depth fracture in web or doubler plate, severed column.

C. Incipient flange crack, flange tearout or divot, lamellar flange tearing, column splice failure, buckled flange, full or partial flange crack in or outside of heat affected zone.

9-1-16-500.6: NO ALTERATIONS PERMITTED UNTIL BUILDING REPAIRED:
Once an inspection order has been served, buildings within the scope of this Section 9-1-16-500 may not be structurally altered, remodeled or added to without first complying with the provisions of this Section 9-1-16-500, unless the Building Official determines that the alteration is minor in nature.

9-1-16-500.7: INSPECTION ORDER:
A. The Building Official shall issue a written inspection order to the record owner of each building within the scope of this Section 9-1-16-500 and shall also mail a copy to the person, if any, occupying or otherwise in real or apparent charge and control of the building.

B. The order shall be served either personally or by mail and shall contain:

1. The street address and legal description sufficient for identification of the building.
2. A statement that the Building Official has found the building to be within the scope of Section 9-1-16-500.
3. An order to prepare and submit to the Building Official a structural analysis and inspection report as required pursuant to Section 9-1-16-500.4.
4. A statement specifying the appeal rights of the owner as contained in Section 9-1-16-500.9.

C. The order shall be served and contents recorded in accordance with the provisions of Subsections (c), (d), (e), and (f) of Article 13 of this Code.

9-1-16-500.8: REPAIR ORDER:
A. The Building Official shall issue a written repair order to the record owner of a damaged building directing the owner to repair any damage to the Welded Steel Moment Frame based on the structural analysis and nondestructive testing recommendations approved by the Building Official and shall mail a copy of such repair order to the person, if any, occupying or otherwise in real or apparent charge and control of the building.

B. The repair order shall be served either personally or by mail and shall contain:

1. The street address and legal description sufficient for identification of the building.

2. A statement that the Building Official has found the building to be within the scope of Section 9-1-16-500.
3. An order to secure permits, physically commence, and to complete all work necessary to meet the repair recommendations proposed in the approved structural analysis and inspection report.
4. A statement specifying the appeal rights of the owner as contained in Section 9-1-16-500.9.

C. The order shall be served and contents recorded in accordance with the provisions of Article 13 of this Code.

9-1-16-500.9: APPEAL FROM ORDERS:

A. The owner may request that the Building Official reconsider the Building Official's determination that the building is within the scope of this Section 9-1-16-500 by submitting building plans to the Building Official that clearly establish that the building's structural systems and connections are not of welded steel moment frame design. Further, the owner may appeal the Building Official's determination that the building is within the scope of this Section 9-1-16-500 to the Board of Building and Fire Code Appeals. Reasons for a building's exemption from this Section 9-1-16-500 shall be limited to:
   1. the building is not of welded steel moment frame design; or
   2. construction of the building began after January 17, 1994.

   Such appeal shall be filed within 60 calendar days from the service of the inspection order and shall clearly and concisely state the grounds for such appeal. Any materials that the appellant wishes considered by the Board shall be submitted to the Board 14 calendar days before the hearing. If no request for reconsideration and no appeal are filed within 30 days of the service of the inspection order, the building shall be considered to be within the scope of this Section 9-1-16-500.

B. Appeals or requests for modification from any other determinations, orders, or actions of the Building Official pursuant to this section shall be made in accordance with the procedures established in Section 9-1-1-113 of this Code.

9-1-16-500.10: TIME EXTENSIONS:

An owner of a building may apply to the Board of Building and Fire Code Appeals for an extension of the time limits to submit a plan for repair to the building and obtain the necessary permits and the time limit to complete the repairs to the building. The Board may grant an applicant an extension of up to 12 months additional time to comply with these requirements provided the applicant has demonstrated a good faith effort to meet the requirements of this Section 9-1-16-500. A maximum of three such extensions may be granted for a total extension of up to three years. In no case, shall the time for completion of repairs exceed five years from the service of the inspection order.

9-1-16-500.11: ENFORCEMENT:

If an owner of a building subject to this Section 9-1-16-500 does not comply with any order issued by the Building Official pursuant to this section within any time limits set forth in this section, the Building Official may order the entire building vacated and that the building remain vacated until such order has been complied with."

Section 3. Amendment to B.M.C. Title 9, Chapter 2. Chapter 2 (Fire Prevention) of Title 9 (Building Regulations) of the Burbank Municipal Code is hereby repealed, provided however that such repeal shall not affect or excuse any violations of said Chapter occurring prior to the effective date of this Ordinance. Chapter 2 of Title 9 of the Burbank Municipal Code is hereby replaced as follows:

"**CHAPTER 2. RESERVED**"

Section 4. Environmental. This Ordinance is categorically exempt under Section 15061(b)(3) of the State CEQA Guidelines in that it can be seen with certainty that there is no possibility the proposed Ordinance would have a significant effect on the environment.

Section 5. Prior References. Prior references in the Burbank Municipal Code to the former 2022 California Building Code with all its parts shall be construed to apply to the corresponding provisions of the new codes being proposed for adoption.

Section 6. Severability. If any provision of this Ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

Section 7. Certification and Publication. The City Clerk shall certify to the passage of this Ordinance and cause the City Attorney Synopsis of this Ordinance to be published once in a newspaper of general circulation within fourteen (14) days of adoption, published and circulated in the City of Burbank, California. The City Clerk shall insert the appropriate Council resolution number making the necessary findings for the building code amendments as applicable in this ordinance.

Section 8. Execution. The City Manager or their designee, including the Building Official, is authorized to execute any action necessary to codify these sections, amendments thereto, and revisions into the BMC.

Section 9. **Effective Date.** This Ordinance shall become effective at 12:01 a.m. January 1, 2026.

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
Nikki Perez
Mayor

Approved as to Form
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. _____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the __ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California on the ____ day of _____, 2025.

_____
Kimberley Clark, City Clerk

Eff.: 01-01-2026 ORDINANCE NO. 25-4,034

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE, CALIFORNIA WILDLAND-URBAN INTERFACE, CITY OF BURBANK LOCAL AMENDMENTS, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO, AND AMENDING PORTIONS OF TITLE 9 OF THE BURBANK MUNICIPAL CODE

City Attorney's Synopsis

This Ordinance amends portions of Title 9, Chapters 1 and 2, of the Burbank Municipal Code to adopt by reference the 2025 California Building Standards Code and other related codes, all of which are mentioned in the title. The Ordinance further sets forth local amendments to certain statewide building standards. Through the adoption of Resolution No. 25-29,660, the Council made express findings and determinations that certain amendments to those statewide standards are reasonably necessary due to local climatic, geological, topographical, or environmental conditions. Additional modifications provide for certain administrative amendments. This Ordinance has been found to be exempt under Section 15061(b)(3) of the California Environmental Quality Act Guidelines in that it can be seen with certainty that there is no possibility the proposed ordinance would have a significant effect on the environment.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. The California Building Standards Code is updated by the California Building Standards Commission approximately every three years based upon published model codes specified in the California Health and Safety Code.

B. The California Building Standards Commission published the 2025 California Building Standards Code on July 1, 2025, and it will go into effect January 1, 2026.

C. California Health and Safety Code sections 17922 and 17958 require local entities to adopt by reference the California Building Standards Code as set forth in Title 24 of the California Code of Regulations.

D. Pursuant to Health and Safety Code sections 17958 and 17958.5, cities and counties will automatically be subject to the California Building Standards Code unless they adopt amendments to it and make specific findings that such amendments are reasonably necessary because of climatic, geologic, topographical, or environmental conditions in their local areas.

E. The City has previously adopted by reference portions of prior editions of the California Building Standards Code and International Property Maintenance Code, with local amendments, additions, and deletions thereto. The City desires to reaffirm, as provided in Title 9 of the Burbank Municipal Code, that it has adopted by reference the most current versions of the California Building Standards Code and International Property Maintenance Code and is not subject to the provisions of the 2025 California Building Standards Code where such provisions are modified specifically to address local conditions in the City of Burbank.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

Section 1. **Incorporation of Findings.** The City Council of the City of Burbank hereby finds that the above findings are true and correct and are hereby incorporated by reference.

Section 2. **Amendment to B.M.C. Title 9, Chapter 1.** Chapter 1 (Building) of Title 9 (Building Regulations) of the Burbank Municipal Code is hereby repealed, provided however that such repeal shall not affect or excuse any violations of said Chapter occurring prior to the effective date of this Ordinance. A new Chapter 1 of Title 9 of the Burbank Municipal Code is hereby added to read as follows:

"CHAPTER 1. BUILDING AND FIRE"

Article 1. BUILDING ADMINISTRATIVE STANDARDS

DIVISION 1. CITY OF BURBANK ADMINISTRATIVE STANDARDS

9-1-1-101: GENERAL
The provisions of this Article, including Division 1 (City of Burbank Administrative Code) and Division 2 (California Administrative Code), shall apply to all Articles within Chapter 1, Title 9 of the Burbank Municipal Code.

A. Title: This Chapter shall be known as the "City of Burbank Building Code." In this Chapter where the phrase "Building Code" or "CBC" appears, such phrase shall be construed to refer to the most recent edition of the California Building Standards Code, which includes the California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Wildland-Urban Interface Code, California Historical Building Code, California Fire Code, California Existing Building Code, California Green Building Standards Code, and California Referenced Standards Code, as more fully described in and adopted in this Chapter.

B. Scope: This Article shall serve as the administrative, organizational and enforcement rules and regulations for the technical codes and other building, property, health and safety regulations within this title which regulates site preparation, construction, alteration, relocation, enlargement, replacement, repair, equipment, use and

occupancy, location, maintenance, grading, removal and demolition of buildings or structures or any appurtenances connected or attached to such buildings and structures. This article shall be referred to as the "City of Burbank Building Administrative Standards" or the "Building Administrative Code".

Except as changed or modified in this Chapter, the building standards which are published in the California Building Standards Code are applicable to all occupancies and uses within the City. Amendments to the building standards contained in the codes published by the model code organizations (ICC, IAPMO, and NFPA) by California state agencies, are applicable only to those occupancies or uses which the state agency making the amendment is authorized to regulate.

C. Intent: The purpose of this Chapter is to provide minimum standards to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, accessibility, sustainability, resiliency, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

Certain changes and modifications have been made during the City's adoption of the California Building Standards Code because of specific local conditions. The provisions of this Chapter are intended to confer a benefit on the community as a whole and are not intended to establish a duty-of-care toward any particular person.

This Chapter shall not be construed to hold the City of Burbank or any officer, employee or agent thereof responsible for any damage to persons or property by reason of any inspection authorized herein or by reason of the issuance or non-issuance of any permit authorized herein, and/or for any action or omission in connection with the application and/or enforcement of this Chapter. By adopting the provisions of this Chapter, the City does not intend to impose on itself, its employees or agents any mandatory duties-of-care toward persons and property within its jurisdiction so as to provide a basis of civil liability for damages.

This section is declaratory of existing law and is not to be construed as suggesting that such was not the purpose and intent of previous code adoptions.

D. Numbering. In order to provide consistency between this Chapter and the provisions of the California Building Standards Code, the section, subsection, and paragraph numbers or designations of the California Building Standards Code and its parts shall be retained in this Chapter to the extent applicable, and shall be preceded by a prefix referring to Title 9, Chapter 1, and the relevant Article number of the Burbank Municipal Code, followed by the Part number of the California Building Standards Code.

E. Inspection: Copies of codes adopted by reference throughout this Chapter are on file in the office of the Building and Safety Division and are available for public inspection.

9-1-1-102: DEFINITIONS.
For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in this section.

Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

BUILDING OFFICIAL**:** The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. “Building Official” shall be synonymous with the term “Assistant Community Development Director/Building Official” or “Building Director” of the City.

BUILDING SERVICE EQUIPMENT: Refers to plumbing, mechanical, electrical and elevator equipment, devices and installations including, but not limited to, piping, conduits, raceways, conductors, and fixtures which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting and transportation facilities essential to the occupancy of the building or structure for its designated use. This term shall include "system service equipment".

FIRE OFFICIAL: The officer of other designated authority charged with the administration and enforcement of the Fire Code, or a regularly authorized deputy. Used herein, the term Fire Chief, or his or her designee, shall be construed to mean the fire official. Whenever the term or title "fire official" or other similar designation is used herein, it shall be construed to mean the fire official designated by the Council of the City of Burbank, as applicable in enforcing the administrative code as it pertains to the California Fire Code.

JURISDICTION: As used in this code, is the City of Burbank, California.

RESPONSIBLE PERSON: Includes all persons, whether as owners, lessees, occupants or others, who allow, cause, create, maintain, suffer, or permit a violation of the Burbank Municipal Code to exist or continue, by any act or the omission of any act or duty.

SUCCESSFUL INSPECTION: A required inspection (as set forth in Section 9-1-1-110 of this Chapter) in which work inspected was determined by the Building Official or designee thereof to meet all applicable minimum code requirements and the inspection was approved and documented as successful by the Building and Safety Division.

TECHNICAL CODES: Refer to those codes adopted by the City of Burbank containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures and building service equipment as herein defined.

VALUATION OR VALUE: As applied to improvements a building and its building service equipment, shall be the estimated cost to replace the building and its building service

equipment in kind, based on current replacement costs. Valuation or value, as applied to building permit fees, shall mean the estimated fair market value of the cost of all construction work for which the permit is issued as determined by the Building Official. To determine the valuation, the Building Official may use the most current building valuation table published by the International Code Council, the mean of three (3) responsible bids from properly licensed contractors or any other commonly accepted method to estimate construction costs. Soft cost including design services shall not be incorporated unless a design-build project approach is used.

9-1-1-103: ORGANIZATION AND ENFORCEMENT

A. The Building and Safety Division is hereby established in the City of Burbank as the building, code enforcement, and licensing division under the administrative and operational control of the Building Official.

B. Building Official: Whenever the term or title "building administration manager", "code enforcement manager", "building inspection manager", "plan check manager", "responsible official", or other similar designation is used herein or in any of the technical codes, it shall be construed to mean the Building Official designated by the Community Development Director.

C. Fire Official: Whenever the term or title "Building Official" or other similar designation is used herein, it shall be construed to mean the Fire Official as applicable in enforcing the California Fire Code and local amendments thereto.

9-1-1-104: DUTIES AND POWERS OF THE BUILDING OFFICIAL

The building official shall have the following powers and duties, in addition to those powers and duties outlined in the CBC:

A. Emergency Powers:

1. Where the Building Official determines that an imminent life safety hazard exists in a building or with regard to a structure or premises, that requires immediate containment, correction or elimination, or other actions to protect public health and welfare, the Building Official or his/her designee may exercise any or all of the following powers in accordance with the provisions of the Burbank Municipal Code and applicable statues, codes and laws.

    a. Order the immediate vacation of all persons and prohibit the occupancy, reentry, or use of the premises until the hazard has been fully abated and all repairs and other corrective actions have been completed with all required permits and inspection approvals.
    b. Post the premises as unsafe, substandard or dangerous, and regulate or condition entries thereon by all persons until an order to vacate and/or an order to not enter is rescinded in writing.
    c. Order or conduct the boarding, fencing or securing of the building, structure, or the premises.

d. Order or conduct the razing and grading of any portion of the building, structure, or site that involves the imminent life safety hazard to prevent further collapse in order to protect public health, safety and welfare.
e. Order or make emergency repairs or undertake other actions as necessary to eliminate, correct, or contain any imminent life safety hazard.
f. Cause any water, electrical, gas, mechanical, plumbing, or other system connections or installations that are, or could possibly be, affected by the hazard, or that could contribute to the hazard, to be disconnected or otherwise rendered inoperative.
g. Take any other action as appropriate under the circumstances.

2. The Building Official or his/her designee shall comply with the following provisions when exercising emergency powers:

a. In determining the existence of an imminent life safety hazard, the Building Official or his/her designee shall conduct a personal inspection of the hazard and issue a brief written report identifying the nature, scope and condition of the hazard.
b. The Building Official or his/her designee shall give notice, setting forth the imminent life safety hazard found, to the owner, occupant, other responsible person or authorized representative of the building, structure or site upon which the hazardous condition exists. If the Building Official or his designee determines that, under the circumstances, notice cannot first be given or it is impractical to do so because of the nature of the hazard, emergency powers may be exercised without prior notice.
c. The nature and scope of emergency powers to contain, eliminate, or correct the imminent life safety hazard level, or to protect public health, safety and welfare shall be determined by the Building Official or his designee.

3. The Building Official or his/her designee may, notwithstanding the exercise of any emergency powers, alternatively or concurrently exercise any remedy to address violations of this title.

4. In any undertaking by the City to address or abate an emergency situation or imminent life safety hazard where the City expends funds in the undertaking of such abatement, the owner of a building, structure or property shall pay for the costs associated with the abatement.

5. Appeal from the Exercise of Emergency Powers: An owner or occupant of a premises that is subject to the Building Official’s actions under this section may appeal the Building Official's exercise of emergency powers or payment of abatement fees in accordance with the procedures set forth in Section 9-1-1-113 in the Burbank Municipal Code. A timely appeal shall not stay the effectiveness of an issued order to vacate and/or an order to not enter.

6. Violation: It shall be unlawful and a violation of this code for any person to fail to comply with an order to vacate and/or an order to not enter issued under this section.

9-1-1-105: PERMITS.
In addition to the provisions of Section 105 of Part 2 of the California Building Standards Code, the following provisions shall apply to work conducted pursuant to this Chapter.

A. Sandblasting: No person shall engage in any sandblasting on the inside or outside of any building or structure within the City without first making application, paying fees, and obtaining a permit from the Building Official. The sandblasting operation shall at all times be protected and separated from any adjoining property by canvas or other suitable barriers sufficient to prevent splashing or blowing of water or sand, or both. Failure to comply with any provision of this code shall be cause for the immediate revocation of any permit and the immediate stoppage of the sandblasting on any job.

1. Dry Sandblasting**.** Dry sandblasting is prohibited unless authorized by special permission of the Building Official endorsed upon the permit. Permission for dry sandblasting shall be granted only when it is not possible to employ wet sandblasting. When dry sandblasting is permitted, the Building Official may impose such conditions as he may deem necessary for the protection of the public and adjacent property.
2. Use of Canvas. Sandblasting operations shall at all times be separated from adjacent property by canvas or other suitable barrier to prevent the splashing or blowing of water or sand thereupon.
3. Stoppage of Work. The Building Official may order the immediate stoppage of sandblasting for failure to comply with any provision of this article. Disobedience of such order shall constitute a misdemeanor.
4. Pollution and Discharge Runoff. Sandblasting operations shall comply with the requirements of Title 9, Chapter 3, Article 4, Standard Urban Storm Water and Urban Runoff Management Programs, of this code.

B. Minor Repairs: Application or notice to the Building Official is not required for minor repairs, such as to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load bearing support, or the removal, obstruction or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

C. Demolition of Buildings and Structures: It shall be unlawful for any person to demolish any building or structure, or portion thereof, within the City without first obtaining a

permit from the Building Official. The amount of the fee for the permit shall be established by City fee resolution.

1. The permittee shall comply with the following requirements before a permit to perform demolition may be issued under this section:
   a. A construction fence shall be installed to screen the site from view on public property, if required by the Building Official. The composition, location and effectiveness of the proposed fence for screening purposes shall meet the approval of Building Official, which shall be confirmed in writing.
   b. Water service shall be maintained on the site for the duration of the demolition project and for any subsequent development or improvements on the subject property.
   c. When required by other provisions of this code, bonds and insurance shall be posted with the City.
   d. All utility companies shall be notified in writing by the owner of the property of the intention to demolish the building or structure.
   e. A permit shall be obtained to remove and fill any basement, pool, sump, or other depression in the surface of the lot or parcel of land.
   f. A permit shall be obtained to cap the sewer and any drains connecting to the building or structure. The sewer and drains shall be capped at the property line unless otherwise approved by the Building Official in writing. The sewer caps shall be inspected and approved by the Building Official.
   g. The building shall be inspected by qualified individuals for the presence of asbestos or other hazardous materials. If the building is found to contain asbestos or hazardous materials, the building owner or his representative shall submit a letter to the Building Official so stating. If the building is found to contain asbestos, then an asbestos abatement permit shall be obtained from the department upon submittal by the applicant of all necessary documentation as required by Rule 1403 of the South Coast Air Quality Management District. Demolition permits shall not be issued prior to submittal of an asbestos abatement completion certificate by qualified contractors and full abatement of other hazardous materials.
   h. The building shall be inspected for rats and rodent infestation and a report from qualified individuals that are acceptable to the Building Official shall be submitted attesting that the building is free of any rats or rodents prior to issuance of the demolition permit. If the building is found to be infested, then proper eradication measures by qualified individuals shall be implemented and a report attesting to the eradication of the rodent infestation shall be submitted prior to issuance of the demolition permit.
   i. A list of building addresses to be demolished with square footage and occupancy and use type.
   j. Confirmation of an approved haul route of vehicles associated with the demolition procedures.
   k. Any work related to the public right-of-way or streets shall first obtain approval from the Burbank Department of Public Works.
   l. Best Management Practice and Storm Water Pollution Prevention Plan measures shall be incorporated into the site during and following demolition.

m. A sign posted on site with contact information for the owner and project manager.
n. A schedule of the demolition with specific execution measures.
o. An onsite pre-construction meeting with City inspection staff and the demolition contractor.

2. Before a demolition permit shall receive final inspection approval and before the pertinent bonds are released, the following requirements shall be met:

a. All concrete, weeds, debris, stones, or other loose material shall be removed from the lot or parcel of land.
b. All basements, pools, tanks, sumps, or other subterranean structures shall be removed and backfilled and the lot properly graded.
c. The fence, when required by the Building Official, is installed and inspected.

3. Completion of Demolition: The demolition activities authorized by a demolition permit issued for a project required by this section shall be commenced within one hundred eighty (180) days of permit issuance, and thereafter shall be diligently pursued to completion, otherwise the demolition permit shall be null and void, and of no further effect whatsoever.

4. Performance Bond: When a building is to be demolished, the permittee may be required to post a bond in compliance with the provisions of the Burbank Municipal Code as security for restoration of the site, or completion of the demolition. The amount of the bond shall be in an amount, as determined by the Building Official, which is sufficient to complete the demolition, or restore the site.

D. Responsible Person or Contractor of Record: When required by the Building Official, the contractor of record or a representative responsible person shall be present at the construction site at all times during the construction process. That person shall have the authority to address the concerns of neighboring property residents or occupants regarding the particular construction project. The names and telephone numbers of the contractor of record or the responsible person shall be conspicuously displayed at the construction site in a manner satisfactory to the Building Official.

E. Notice of Demolition/Construction: The property owner or the owner's representative shall post at the construction site a notice of intent to do grading, construction or demolition that is readily visible at least ten (10) days prior to issuance of permit whenever the Building Official determines that the grading, demolition, or construction work will have a significant impact on the surrounding properties.

F. Construction Parking and Hauling Restrictions: No hauling or construction related parking shall be permitted on a public street except as otherwise approved by the Building Official and City engineer, provided that the work described in an application for a permit, and the plans, specifications and other data filed therewith, conform to the requirements of this code, the technical codes and other pertinent laws and

ordinances, and that all applicable fees specified by the City's Fee Resolution have been paid. All hauling related to construction shall not be commenced without hauling permits from the City.

9-1-1-105.2: WORK EXEMPT FROM PERMIT:

Any exemption from a permit requirement as allowed by this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the building standards codes, zoning code, or any other laws or ordinances of this jurisdiction. Note: Exempt one-story, detached accessory buildings used as tool and storage sheds, playhouses and similar uses not exceeding 120 square feet shall not contain any heating, plumbing, or electrical installations or be used for the storage of any hazardous materials.

9-1-1-105.5.1: PERMIT EXPIRATION:

A. Expiration of Permit: A permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void unless work authorized by such permit is commenced within one hundred eighty (180) calendar days from the issuance date of such permit. However, a permit for residential occupancies shall expire 365 days from the date of application as stated in AB 2913 (Wood).

B. Expiration of Permit for Unlawful Structure: Notwithstanding any provision of this subsection or any other provision of this chapter, if a building permit was issued in order to bring an unpermitted structure or other unlawful, substandard, or hazardous condition into compliance with any applicable law, or ordinance, such permit shall expire by limitation and become null and void ninety (90) calendar days after the date on which the permit was issued. The Building Official may extend the validity of the permit for a period not exceeding ninety (90) calendar days beyond the initial ninety (90) day limit upon written request by the applicant filed with the Building Official prior to the expiration date of the original permit.

9-1-1-105.8: TO WHOM A PERMIT MAY BE ISSUED:

A. Issuance to State Licensees.
No permit shall be issued to any person doing any work regulated by the California Building Code except to a person holding a valid, unexpired and unrevoked State license to do such work.

B. Issuance to Owners.
Any permit required by this article may be issued to any person to do any construction or work regulated by the California Building Code in the event that such person is a bona fide owner of such property provided that the work is limited to:
1. A single-family dwelling of wood frame construction not more than two stories and basement in height.
2. Multiple dwellings containing no more than four dwelling units of wood frame construction not more than two stories in height. However, this shall not be construed as allowing an unlicensed person to construct multiple clusters of up to four dwelling units each to form apartment or condominium complexes where the total exceeds four units on any lawfully divided lot.

3. Garages or other structures appurtenant to buildings described under subdivision (1) of wood frame construction not more than two stories and basement in height.
4. Nonstructural or non-seismic alterations or additions.

9-1-1-105.9: APPEALS

Appeals of the Building Official's decision to suspend or revoke any permit issued under this Code may be appealed within 60 days of the date of mailing notice of such suspension or revocation as stated in Section 9-1-1-113 of this Chapter.

9-1-1-105.10: CONSTRUCTION HOURS:

The following construction hours shall apply to all construction, alteration, movement, enlargement, replacement, repair, equipment, maintenance, removal and demolition work regulated by this code:

Construction Hours:

Monday - Friday 7:00 a.m. to 7:00 p.m.
Saturday 8:00 a.m. to 5:00 p.m.
Sunday and City Holidays None

EXCEPTIONS:

1. Single-family residential owner-builder permits when work is performed solely by the owner and family members:
   Monday - Friday 7:00 a.m. to 7:00 p.m.
   Saturday 8:00 a.m. to 5:00 p.m.
   Sunday and City Holidays 8:00 a.m. to 5:00 p.m. for interior work only.
2. Where work must be performed in an emergency situation, as defined in Section 9-3-204 of the Burbank Municipal Code.
3. The Community Development Director may grant exceptions wherever there are practical difficulties involved in carrying out the provisions of this section or other specific onsite activity warrants unique consideration.
4. The Planning Board or City Council may grant exceptions pursuant to land use entitlements.

9-1-1-107: SUBMITTAL DOCUMENTS

A. Setback Certification Required:

A California State licensed surveyor is required to certify the location and setbacks of all new construction prior to the first foundation inspection. A copy of the certification shall be available to the Building and Safety Division inspector for the job file prior to the first inspection.

EXCEPTION: Wherever there are practical difficulties involved in carrying out the provisions of this section, the Building Official shall have the authority to grant modifications for individual cases.

B. Construction Means and Method Plan:

1. When required by the City of Burbank, a construction means and method plan shall be provided to the Building Official. The construction means and method plan required by this code shall provide the following information:
   a. A detailed description of the construction process, organized sequentially;
   b. An explanation of the impact that this construction will have on the adjacent properties, the immediate surrounding neighborhood and the community;
   c. A description of the construction mitigation measures that the owner will implement to minimize the impacts of noise, dust, vibrations, utility shutoffs, and other construction impacts on adjacent properties and the immediate surrounding neighborhood.

2. Compliance with Required Means and Method Plan:
   a. General: No person shall erect, construct, enlarge, alter, repair, move, improve, remove, sandblast or convert the use of any building, structure or building service equipment regulated by this code without complying with all conditions of any required construction means and methods plan.
   b. Owner's Responsibility: The property owner shall remain responsible for any violation of the construction means and method plan regardless of the responsibility of any other person for the violation or any contract or agreement the owner entered into with a third party concerning the owner's property or the construction that necessitated the preparation of the means and method plan.

9-1-1-107.3.1: APPROVAL OF CONSTRUCTION DOCUMENTS:
Section 107.3.1 of Chapter 1, Part 2, of the CBC is amended and restated as follows, and shall apply to all Articles in this Chapter:

> "**107.3.1 Approval of construction documents.** When the Building Official issues a permit the construction documents shall be approved, in writing or by stamp as "APPROVED". One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.
>
> Such approved plans and specifications shall not be changed, modified or altered without authorization from the Building Official, and all work regulated by this code shall be done in accordance with the plans marked "APPROVED"."

9-1-1-109: FEES.
In addition to the provisions of Section 109 of Part 2 of the California Building Standards Code, the following provisions shall apply to work conducted pursuant to this Chapter.

A. Fees associated with any action taken or required pursuant to this Chapter shall be assessed in accordance with the provisions of this section and as set forth in the Burbank Fee Resolution.

B. Exemption from fees. The City, any department or office thereof acting on behalf of the City, any municipal utility wholly owned by the City, and the Burbank Unified School District, shall be exempt from the payment of all fees required by the Building Code. However, this fee waiver does not exempt any party from obtaining a permit for such work nor exempt such party from conforming to the procedures established by the City nor from compliance with all applicable City ordinances or State laws regulating such work.

C. Fees for copies.
   1. Fees for file copies. At the time of issuance of permit, the applicant shall pay a fee, as set forth in the Burbank Fee Resolution, to the Building Official for digital copies of the approved construction documents, or other format approved by the Building Official, to serve as the official file copy of the corrected plans.

   2. Fees for reproduction of file copies. The reproduction fee for file copies of official plans retained on microfilm shall be as set forth in the Burbank Fee Resolution.

D. Relocated Buildings Fees and Bond.
   The Building Official shall not issue a permit unless the provisions of the Burbank Municipal Code, insofar as applicable, have been complied with and until the permittee or an authorized agent shall have first deposited with the Building Official a cash bond in an amount equal to the estimated cost plus 10 percent of the work required to be done in order to comply with all of the conditions under which the permit is issued. Every such deposit made pursuant to this section shall be conditioned as follows:

   1. Each and all of the terms and conditions of the permit shall be complied with to the satisfaction of the Building Official.
   2. All of the work required to be done pursuant to the conditions of the permit shall be fully performed and completed within the time limit specified in the permit. If no time limit is specified, the work shall be completed within 90 days after the date of the issuance of the permit. The time limit herein specified in any permit issued under the provisions of this section may be extended for good and sufficient cause, either before or after said time period has expired, by written order of the Building Official.
   3. If the permittee fails to fully perform and complete the work required to be done in order to comply with all of the conditions under which the permit is issued, or, if an extension or extensions have been granted by the Building Official, within the time specified in such extensions, the Building Official shall give written notice to the permittee of such default. Such notice of default shall state the work to be done, the estimated cost thereof, and the period of time deemed by the Building Official to be reasonably necessary for the completion of such work. If compliance is not had within the time specified, the Building Official shall proceed without delay and without further notice or proceeding whatever to cause the required work to be done and deduct from the cash bond deposited the cost of the work plus 10 percent which shall be retained by the City to cover administrative costs.

4. In lieu of completing the required work, the Building Official may demolish the building or structure and clear, clean, and restore the site and deduct from the cash bond deposited the cost of the work plus 10 percent thereof, which 10 percent shall be retained by the City to cover the administrative costs.
5. Every permittee accepting a permit hereunder shall agree to be bound by the above provisions without recourse to the City or any officer or Board of the City.
6. The term of each cash bond deposited pursuant to this section shall begin upon the date of deposit and shall end upon completion, to the satisfaction of the Building Official, of the performance of all the terms and conditions of this section. Upon such completion, the Building Official shall return the cash deposit to the depositor or the depositor's successors or assigns, except any portion thereof which may have been used or deducted as provided in this section.

9-1-1-109.4: INVESTIGATION FEES, WORK WITHOUT A PERMIT.

A. Investigation: Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

B. Fee: Pursuant to Section 109.4 of Part 2 of the California Building Standards Code, an investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes nor from the penalty prescribed by law.

9-1-1-109.6: REFUND POLICY:

A. Plan check fees. No portion of the plan check fee shall be refunded unless plan review has not been performed, in which case 80 percent of the plan check fee shall be refunded upon written application for refund submitted by the person who made original payment of such fee and with the written consent of the owner of the real property on which the work was proposed to be done. The Building Official shall determine, in such official's discretion, whether an applicant is qualified to receive a refund. After 180 days have elapsed from the date of the submittal for plan check, no plan check fees shall be refunded. In the event subsequent application for plan check is made by a person who has received a refund, the full amount of all required fees shall be paid as elsewhere provided in this chapter.

B. Permit fees. In the event any person shall have obtained a building permit and no portion of the work or construction covered by such permit shall have commenced, nor any inspection performed by any City employee, and notice of abandonment has been received from the owner of the real property on which such work would have been performed, the permittee, upon presentation to the Building Official of a written request for refund, shall be entitled to a refund in an amount equal to 80 percent of the building permit fee actually paid for such permit. The Building Official shall determine, in such official's discretion, whether an applicant is qualified to receive a

refund. After 180 days have elapsed from the date of the issuance of the permit, no permit fees shall be refunded. In the event subsequent application for a permit is made by a person who has received a refund, the full amount of all required fees shall be paid as elsewhere provided in this chapter.

EXCEPTION:

1. If a permit has been issued for a project located in an area outside the jurisdiction of the City, 100 percent of the permit and plan checking fee may be refunded.
2. If a duplicate permit has been erroneously issued, 100 percent of the duplicated permit and plan checking fee may be refunded.

9-1-1-110: INSPECTIONS.

In addition to the requirements contained in Section 110 of Part 2 of the California Building Standards Code, the following provisions shall apply to work completed pursuant to this Chapter.

A. Demolition, Excavation and Shoring Inspections: Reinforcing steel or structural framework of a part of a building or structure shall not be covered or concealed without first obtaining the approval of the Building Official. Protection of joints and penetrations in fire resistive assemblies shall not be concealed from view until inspected and approved.

The Building Official, upon notification, shall make the following inspections:

1. Demolition Inspection: To be made before demolition begins and after demolition is completed per approved plans but before construction, grading, or shoring is commenced.
2. Shoring and Excavation: To be made throughout and after shoring and excavations are complete and required before foundations are in place.
3. Basement and Subterranean Garage: To be made throughout and after the basement and subterranean footings and walls are in place.

B. Trades (Plumbing, Mechanical, Gas and Electrical Systems) Inspection: Rough inspection of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection.

C. Green Building Standards Inspection: To be made before work is concealed or made inaccessible based at the point in time when adequate stages of construction for the selected method of code compliance. Inspections shall be made to determine compliance with green building standards code and shall include, but not be limited to, inspections for site, parking, energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality.

D. Site Grading/Landscaping: To be made before work is concealed or made inaccessible. Underground irrigation system shall be inspected before landscaping is installed. Planting compliant with this code needs to be installed prior to final approval.

E. Equipment Inspections: Equipment for which a permit is required by this code shall be inspected by the Building Official. Equipment intended to be concealed by a permanent portion of the building shall not be concealed until inspected and approved. When the installation of equipment is complete, an additional and final inspection shall be made. Equipment regulated by this code shall not be connected to the water, fuel or power supply, or sewer system until authorized by the Building Official. The requirements of this section shall not be considered to prohibit the operation of equipment installed to replace existing equipment serving an occupied portion of the building in the event a request for inspection of such equipment has been filed with the Building Official not more than forty eight (48) hours after the replacement work is completed, and before any portion of such equipment is concealed by permanent portions of the building.

F. Additional Required Inspections and Tests:

1. A preconstruction meeting with the City and the project personnel will be required prior to beginning any new building or when required by the City.
2. For all new construction and when required by the City, a licensed surveyor must certify that the location of the footing forms is per the approved plans before foundations can be poured. The surveyor must provide a plot plan showing precise dimensions to the property lines and the elevation of the forms as compared with the reference elevation shown on the approved plans.
3. For all new construction and when required by the City, a licensed surveyor must certify that the height of the building is in accordance with the approved plans. The surveyor must show the precise height of the building as compared with the reference elevation shown on the approved plans.
4. An approved weatherproofing consultant must certify the installation of weatherproofing on all retaining walls which are adjacent to interior areas of the building. The consultant will not be required if the installer is certified in writing by the manufacturer.
5. For all new construction and when required by the City, an approved weatherproofing consultant must certify that the weatherproofing elements of the building have been installed in accordance with the approved plans, all relevant codes, and per manufacturer's specifications. At a minimum, an inspection and report will be required before plastering begins and before final approval is granted.
6. Prior to final approval, a certified air balancer must provide a written report showing the air volumes for all elements of a commercial garage exhaust system or a commercial kitchen hood system.
7. Prior to final approval, the City must witness a test of all fire smoke dampers.
8. Prior to rough framing inspection approval, and prior to final inspection approval, the City may verify conformity with applicable entitlements and zoning regulations.

G. Structural Observation: Structural observation shall be provided in Seismic Design Category D, E, or F as indicated in the California Building Code.

H. Inspection Record: Work requiring a permit shall not be commenced until the permit holder or the agent of the permit holder shall have posted in a conspicuous place at the construction site a permit and inspection record such as to allow the Building Official conveniently to make the required entries regarding inspection of the work. The permit shall be posted in a location such that it is visible from the street. The permit, construction documents, and plans shall remain readily available on site until final approval has been granted by the Building Official. The requirements for posting and location of posting may be waived or modified by the Building Official as deemed necessary for the particular type of work.

Duplicate inspection cards may be issued upon payment of applicable fees as established by City Council resolution.

I. Inspection Requests: It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. Failure to do so constitutes a violation of this administrative code. The Building Official may require that every request for inspection be filed at least one business day before such inspection is desired. Such requests shall be made in a manner deemed acceptable by the Building Official. It shall be the duty of the person requesting any inspections required by this code to provide access to and means for inspection of the work.

Failure of a permit holder to schedule and undergo all required progress, final or other inspections is a violation of this administrative code.

J. Approval Required: Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspection and shall either indicate that that portion of the construction is satisfactory as completed (which is referred to as a "successful inspection") or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this code. Any portion of work that does not comply with the code shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

All work and installations that are authorized by a permit shall not become lawful until a permit holder has obtained a final inspection approval, which shall be in writing. There shall be a final inspection and approval of all buildings and structures when completed and ready for occupancy and use.

K. Reinspections: A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed when the inspection record card is not posted or

otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official. To obtain a reinspection, the applicant shall file an application therefor in writing upon a form furnished for that purpose, and pay the reinspection fee in accordance with the Burbank Fee Resolution. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

9-1-1-111: CERTIFICATE OF OCCUPANCY.
In addition to the requirements contained in Section 111 of Part 2 of the California Building Standards Code, the following provisions shall apply to work completed pursuant to this Chapter.

A. In lieu of a Certificate of Occupancy, when the building shell, including all structural elements, is completed and all life safety systems are installed and functional, the Building Official may issue a certificate of completion to allow a limited use but not occupancy of the building prior to issuance of the Certificate of Occupancy. A certificate of completion is issued to signify completion of a building exclusive of interior build out by a tenant or an owner.

B. Change in Use: Changes in the character or use of a building shall not be made except as specified in the building code and the residential code.

C. Temporary Occupancy.

1. Temporary Certificate: If the Building Official finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, they may issue a Temporary Certificate of Occupancy for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure; provided a cash deposit is made. The building official shall have the authority to authorize the temporary connection of the building or system service equipment to the utility source of energy for the purpose of testing building service equipment, or for use under a Temporary Certificate of Occupancy

2. Fees and Bond**:**
   a. A bond in the amount of two percent of the valuation of the building permit shall be provided by the applicant before issuance of a temporary certificate of occupancy. The bond shall assure the completion of the project. The bond shall be released to the applicant upon issuance of the certificate of occupancy in accordance with Section 111 of the California Building Code. If the Building Official determines that less than two percent of the work is necessary for completion, the Building Official may reduce the amount of the bond proportional to the incomplete work.

b. The City shall collect a fee for each temporary certificate of occupancy and temporary utilities release. Fees shall be assessed in accordance with the provisions of this section and as set forth in the Burbank Fee Resolution.

3. Application for Temporary Certificate of Occupancy**:**
After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the Building Division, the Building Official may issue a temporary certificate of occupancy.
The application shall contain the following:
a. The building permit number.
b. The address of the structure.
c. The name and address of the owner.
d. A description of that portion of the structure for which the temporary certificate is issued.
e. A statement that all work shall conform to the provisions of the Building, Electrical, Mechanical, Plumbing, and Fire Codes, as amended, and the applicable provisions of the Burbank Municipal Code.
f. A statement that all work shall be completed within the time limitations granted by the temporary certificate of occupancy.
g. The Building Official may require the applicant of a temporary certificate of occupancy to also apply for a temporary utilities release.

4. Time Limitation of Temporary Certificate of Occupancy**:**
Such temporary certificate of occupancy and temporary utilities release shall be valid for a period not to exceed 180 days. Additional temporary certificates of occupancy may be issued, if the application is approved by the Building Official. Upon expiration of a temporary certificate of occupancy, the building or structure shall require a certificate of occupancy in accordance with other provisions in this code. A violation of a condition shall constitute cause to revoke or suspend the temporary certificate

D. Temporary Connection: The building official shall have the authority to authorize the temporary connection of the building or system service equipment to the utility source of energy for the purpose of testing building service equipment, or for use under a Temporary Certificate of Occupancy, provided a cash performance deposit is made in accordance with subsection C, above.

Applications for temporary connection to the utility service shall be submitted with the payment of fees as established by Council resolution.

9-1-1-113: BOARD OF APPEALS:
In addition to the requirements in Section 113 of Part 2 of the California Building Standards Code, the following provisions shall apply.

A. BOARD MEMBER QUALIFICATIONS. Section 113.3 of Chapter 1, Part 2 of the California Building Standards Code is amended and restated as follows:

"**113.3 Qualifications.** The board of appeals shall be the same as the City of Burbank Board of Building and Fire Code Appeals. The establishment and composition of the board and qualifications of board members are specified in Section 2-1-414 of the Burbank Municipal Code."

B. NOTICE OF APPEAL.
Unless otherwise specified in this Code, prior to any appeal heard by the Board, a notice of appeal shall be filed with the Building Official stating the grounds for appeal set forth in the California Building Code Section 113.2. The Building Official shall fix a time and place for hearing such appeal within 60 days from the date notice of appeal was filed and shall give not less than five days' notice therefor to appellant and to each member of the Board. No notice of appeal shall be accepted unless the appellant first pays to the Building Official the fee as designated in the Burbank Fee Resolution for filing such appeal. The decision of the Board shall be final and conclusive. Within seven days of the Board's determination, exclusive of Saturdays, Sundays, and holidays, the Building Official shall give notice of the decision to the appellant.

9-1-1-114 VIOLATIONS
In addition to the provisions stated in Section 114 of Part 2 of the California Building Standards Code, the following provisions shall apply to violations of this Chapter.

A. General: The Building Official may record a notice with the Los Angeles County recorder's office that a property, building, structure, land, or any portion thereof, is in violation of any provision of this code, provided that the provisions of this section are complied with. The remedy provided herein is cumulative to any other enforcement actions permitted by the California Building Code or the Burbank Municipal Code.

B. Recordation: If: a) the Building Official determines that any property, building, structure, land, or any portion thereof is in violation of any provision of this code; and if b) the Building Official gives written notice of said violation(s) to the owner of the subject property (as identified on the last equalized assessment roll of the Los Angeles County assessor's office) as specified below; then the Building Official shall have the discretion to record with the Los Angeles County recorder's office a notice of violation(s) concerning the subject property.

C. Notice: The written notice given pursuant to this section shall indicate:

1. The nature of the violation(s); and
2. That if corrective or other required actions to abate the violation(s) are not started and/or completed in accordance with stated deadlines, as established by the Building Official in said notice, the Building Official may, at any time after a missed deadline, record a notice of violation with the Los Angeles County recorder's office against the subject property. The notice shall be posted on the property and shall be mailed to the owner of the property as indicated on the last equalized Los Angeles County assessment roll. The mailed notice may be by registered, certified, or first-class mail.

A notice of violation(s) may be combined with other notices that the Building Official issues in the administration and/or enforcement of this Code.

D. Rescission: Any owner who desires to have a notice of violation rescinded must first fully abate all violations with all required permits and inspection approvals, as required by the code. Upon determining full compliance with the code has occurred, the Building Official shall, within twenty (20) days of such a determination, file a rescission of notice of violation for recording with the Los Angeles County recorder's office.

Following the recordation of a notice of violation the Building Official is not required to make any inspection or review of the premises to determine the continued existence of the noticed violation(s). It is the responsibility of the property owner, to obtain all permits and request inspections, undertake and complete all corrective or other required actions to abate the violation(s) so that a notice of violation may be rescinded.

E. Violation Penalties: Any person who violates a provision of this Building Code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive by the Building Official, or of a permit or certificate issued under the provisions of this Building Code, shall be subject to penalties or other remedies set forth in this code.

F. Costs: Any person that violates any provision of this code shall be responsible for the costs of any and all code enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts specified by the Burbank Fee Schedule.

Any person violating the provisions of this Code shall reimburse the City for any and all costs, expenses and fees incurred by the City in responding to, investigating, assessing, monitoring, treating, cleaning, removing or remediating any violation of this code. Such costs, expenses and fees to be paid to the City shall include all administrative expenses and all legal expenses, including costs and attorney fees in obtaining compliance and in litigation, including all costs and attorney fees on any appeal.

9-1-1-116: UNSAFE BUILDINGS, STRUCTURES, EQUIPMENT, CONDITIONS

In addition to the provisions stated in Section 116 of Part 2 of the California Building Standards Code, the following provisions shall to unsafe buildings, structures, uses, and building appendages.

All buildings, structures, or building service equipment, or portions thereof, that are or hereafter become unsafe, insanitary, or deficient or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to an existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, or abandonment as specified in this code or any other applicable ordinance of the City, are, for the purpose of this code,

unsafe buildings or structures. As used herein, "abandonment" exists when a building or structure is not lawfully occupied and contains conditions that violate the Burbank Municipal Code, and for which all required submittals and fees to repair, demolish or replace said building or structure have not been received by any division of the Community Development Department for a period of six (6) months.

Building service equipment regulated by the Code, which constitutes a fire, electrical or health hazard, or an unsanitary condition, or is otherwise dangerous to human life is, for the purpose of this section, unsafe. Use of buildings, structures or building service equipment constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use.

Parapet walls, cornices, spires, towers, tanks, statuary and other appendages or structural members which are supported by, attached to, or a part of a building and which are in a deteriorated condition or otherwise unable to sustain the design loads which are specified in the Building Code are hereby designated as unsafe building appendages.

Unsafe building or structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this Code. A vacant structure that is not secured against entry shall be deemed unsafe. No person shall own, use, occupy or maintain any unsafe building. All unsafe buildings are hereby declared to be public nuisances. In addition to instituting any appropriate action to prevent, restrain, correct, or abate a violation of this section, the Building Official may abate an unsafe condition by repair, rehabilitation, demolition or removal in accordance with the procedure specified in any articles of this chapter.

9-1-1-117: BUILDING SECURITY:
The following sections are added to Chapter 1, Part 2 of the CBC to read as follows:

“117. Building Security. Residential occupancies as referred to in Chapter 3 of the California Building Code shall comply with the security requirements in this section.”

A: GENERAL REQUIREMENTS:
Doors, windows or hatchways for dwelling units, room units or housekeeping units, openings between attached garages and dwelling units, and openings in enclosed attached garages, other than vehicular access, shall be provided with devices designed to provide security for the occupants and property within.

B: DOORS:
Doors providing access to a dwelling unit, rooming unit or housekeeping unit shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch. Such deadbolt locks shall be installed according to the manufacturer’s specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

C: WINDOWS:

1. Operable windows located in whole or in part within 6 feet above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit shall be equipped with a window sash locking device.
2. Bars, grilles, grates or similar devices shall not be installed on any emergency or escape windows.

D: BASEMENT HATCHWAYS:

Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit shall be equipped with devices that secure the units from unauthorized entry."

DIVISION 2. CALIFORNIA ADMINISTRATIVE CODE

9-1-1-2: ADOPTION OF THE 2025 CALIFORNIA ADMINISTRATIVE CODE:

Part 1 of Title 24 of the California Code of Regulations also known as the "California Administrative Code," which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission, is hereby adopted by the City of Burbank and made a part of this Code without any local amendments thereto.

ARTICLE 2. CALIFORNIA BUILDING CODE

9-1-2: ADOPTION OF 2025 THE CALIFORNIA BUILDING CODE:
Part 2 of Title 24 of the California Code of Regulations, also known as the "California Building Code," which is part of the California Building Standards Code, 2025 Edition, together with Appendices C, G, I, J, and Q as adopted by the California Building Standards Commission is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-2-101.1: TITLE:
Section 101.1 of Chapter 1, Part 2 of the CBC is amended to read as follows:

> "**101.1 Title.** These regulations shall be known as the Building Code of the City of Burbank, hereinafter referred to as "this code."

9-1-2-705.3.1: BUILDINGS ON CONTIGUOUS LOTS:
The following section is added to Chapter 7, Part 2 of the CBC to read as follows:

"**705.3.1 Buildings on contiguous lots – lots under the same ownership or occupancy.** In all cases involving contiguous lots owned or occupied by the same person, such lots, or portions of lots, may be considered as one lot for the purpose of enforcing Sections 705 and 715 of the Building Code, provided the owner and the tenant or lessee, if any, executes and records an agreement with the City to the satisfaction of the Building Official on a form approved by the City Attorney, assuring compliance with such provisions in the event the common ownership or occupancy of the lots is terminated. The Building Official is hereby authorized to execute such agreements on behalf of the City. An easement for right-of-way purposes shall constitute ownership or occupancy under this section."

9-1-2-1206.4.1: ALTERNATE SOUND TRANSMISSION CONTROL ASSEMBLIES FOR NEW SINGLE-FAMILY DWELLINGS:

Section 1206.4 of Chapter 12, Part 2 of the California Building Code shall be amended to include the following subsections:

A. LDN CONTOUR 60-65.
   1. Roof assemblies shall be constructed with fiberglass batt insulation with a minimum R-value of 38.
   2. Wall assemblies shall be constructed with fiberglass batt insulation with a minimum R-value of 15.
   3. For exterior walls parallel to the noise source, or at some angle less than perpendicular to the noise source, all windows shall have a minimum STC rating of 40. All sliding glass doors and French doors shall have a minimum STC rating of 35. All windows shall be weather-stripped in accordance with the California Energy Efficiency Standards for Low-Rise Residential Buildings.

EXCEPTION: Stained glass panels.

4. All exterior doors shall be 1-3/4" solid-core, wood-slab doors, or 18-gage insulated steel-slab doors, with compression seals all around, including the threshold. All door glazing shall be 3/4" double-pane insulating units with double-strength 1/8" glass.

EXCEPTIONS:

a. Sliding glass and French doors. (See number 3 above)
b. Stained glass panels.

5. An acoustic acrylic mastic sealant (non-drying and non-hardening) shall be used to seal and caulk all penetrations in accordance with the California Energy Efficiency Standards for Low-Rise Residential Buildings.

6. A secondary weather-resistive barrier, or housewrap, shall be installed.

B. LDN CONTOURS 65-70 dB and 70-75 dB.

1. Structures in LDN contours 65-70 dB and 70-75 dB shall conform to the requirements for LDN contour 60-65 dB.

2. All windows shall have a minimum STC rating of 40. All sliding glass doors and French doors shall have a minimum STC rating of 35. All windows shall be weather-stripped in accordance with the Energy Efficiency Standards for Low-Rise Residential Buildings.

EXCEPTION: Stained glass panels.

All exterior walls parallel to the noise source, or at some angle less than perpendicular to the noise source, shall be constructed, on the interior surface, with resilient channels 24" o.c. attached at right angles to the wood studs, with one layer of gypsum wallboard applied parallel to the channels. End joints of the wallboard shall be back-blocked with resilient channels.

C. LDN CONTOUR 75-80 dB.

Dwellings located in a LDN contour of 75-80 dB or above shall meet the acoustical analysis requirements of Section 1206 of the California Building Code."

9-1-2-1403.3.3: WOOD SHAKES AND SHINGLES PROHIBITED:

The following section is added to Chapter 14, Part 2 of the CBC to read as follows:

"**1403.3.3 Shakes and shingles.** No wood shakes or wood shingles shall be installed as an exterior wall covering on any new or existing building or structure. No wood board, hardboard, or engineered wood siding, pressure-treated wood, intumescent paints, and other protective coatings shall be installed as an exterior wall covering on any new or existing building or structure in the Burbank Fire Hazard Severity Zones.

EXCEPTIONS: The following types of siding may be used:

1. Fiber-Cement siding with a Class A fire rating.

2. Vinyl siding with a Class A fire rating. Such vinyl siding shall be installed over one layer of Type X gypsum board with a minimum thickness of 1/2".
3. Alternate siding materials may be approved by the Building Official and Fire Chief in accordance with Section 104.11 of the California Building Code."

9-1-2-1403.3.4: EXISTING WOOD EXTERIOR REPAIRS:
The following section is added to Chapter 14, Part 2 of the CBC to read as follows:

"**1403.3.4 Existing wood exterior repairs.**
Burbank Municipal Code Section 9-1-2R-R703.6.1 shall not apply:

1. When an existing building or structure with a wood exterior wall covering is subject to wood shake or wood shingle installation, addition, repair, alteration or replacement of less than 25 percent of the existing building or structure's wood exterior wall covering area over the life of the building commencing on or after the effective date of this ordinance, as long as that existing building or structure with a wood exterior wall covering is located outside of the Burbank Fire Hazard Severity Zones. No wood exterior repairs or installations shall be allowed in the Burbank Fire Hazard Severity Zones.

2. When an existing building or structure with a wood exterior wall covering is subject to wood shake or wood shingle installation, addition, repair, alteration or replacement of 25 percent or more of the existing building or structure's wood exterior wall covering area over the life of the building commencing on or after the effective date of this ordinance, as long as that existing building or structure with a wood exterior wall covering is located outside of the Burbank Fire Hazard Severity Zones. In such circumstances, if the building or structure is located in a commercial or industrial zone, pressure-treated wood shakes or pressure-treated wood shingles with a Class B rating shall be used with a one-hour wall and in all other areas of the City, pressure-treated wood shakes or pressure- treated wood shingles with a Class C rating shall be used with a one-hour wall. For the purposes of this ordinance, 25 percent of the area of wood exterior wall covering shall be calculated from the area of the wood exterior wall covering existing on the effective date of this ordinance. No wood exterior repairs or installations shall be allowed in the Burbank Fire Hazard Severity Zones."

9-1-2-1404.2: WEATHER PROTECTION:
Section 1404.2 of Chapter 14, Part 2 of the CBC is amended to include the following subsection:

"Exception: No wood shakes or wood shingles shall be installed as an exterior wall covering on any new or existing building or structure in the Burbank Fire Hazard Severity Zones."

9-1-2-1405.1.1: COMBUSTIBLE WALL COVERINGS:
Section 1405.1.1 of Chapter 14, Part 2 of the CBC is amended to include the following subsection:

> "5. No wood shakes or wood shingles shall be installed as an exterior wall covering on any new or existing building or structure. No wood board, hardboard, or engineered wood siding, pressure-treated wood, intumescent paints, and other protective coatings shall be installed as an exterior wall covering on any new or existing building or structure in the Burbank Fire Hazard Severity Zones."

9-1-2-1501.1.1: WOOD ROOFS PROHIBITED:
The following section is added to Chapter 15, Part 2 of the CBC to read as follows:

> **"1501.1.1 Wood roofs prohibited.**
> 1. **All wood shake or shingle roofs located outside of the Burbank Fire Hazard Severity Zones.** Notwithstanding any other requirement of the Burbank Municipal Code and the California Building Code, no wood shake or shingle roofs shall be permitted to remain on any building or structure after August 14, 2014.
> 2. **All wood shake or shingle roofs located inside the Burbank Fire Hazard Severity Zones.** Notwithstanding any other requirement of the Burbank Municipal Code and the California Building Code, no wood shake or shingle roofs shall be permitted to remain on any building or structure after August 14, 2005."

9-1-2-1507.8: WOOD SHINGLES:
Section 1507.8 of Chapter 15, Part 2 of the CBC is amended and restated as follows:

> "**1507.8 Wood shingles.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2-1507.9: WOOD SHAKES:
Section 1507.9 of Chapter 15, Part 2 of the CBC is amended and restated as follows:

> "**1507.9 Wood shakes.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2-1512.3: ROOF RECOVER:
Subsection 3 of Section 1512.3 of Chapter 15, Part 2 of the CBC is not adopted.

Section 1512.3, Exception 2 of Chapter 15, Part 2 of the CBC is amended and restated as follows:

> "2. The existing roof covering is slate, clay, cement, asbestos-cement tile, wood shake or wood shingle."

9-1-2-1512.3.1: ROOF RECOVERING OVER WOOD SHINGLES OR SHAKES:
Section 1512.3.1 of Chapter 15, Part 2 of the CBC is amended and restated as follows:

> "**1512.3.1 Roof recovering over wood shingles or shakes.** No roof covering shall be applied over existing wood shakes or wood shingles. When a roof has two or more layers of roof covering, any of which is wood shake or wood shingle, all layers shall be completely removed before applying a new roof covering. Existing roof recovering over wood shakes or wood shingles shall be removed and replaced no later than August 14, 2020."

9-1-2-1612.3: ESTABLISHMENT OF FLOOD HAZARD AREAS:
Section 1612.3 of Chapter 16, Part 2 of the CBC is amended as follows:

A. Insert: "City of Burbank" into "[Insert Name of Local Jurisdiction]" field in Section 1612.3 of the California Building Code.
B. Insert: "January 20, 1999" into "[Insert Date of Issuance]" field in Section 1612.3 of the California Building Code.

9-1-2-1613.8: AMENDMENTS TO ASCE 7:

The following section is added to Chapter 16, Part 2 of the CBC to read as follows:

> "**1613.8 Amendments to ASCE 7.** The text of ASCE 7 shall be modified as indicated in Sections 1613.8 through 1613.8.1.
>
> **1613.8.1 Values for Vertical Combinations. ASCE 7, Section 12.2.3.1.** The text of ASCE 7 Section 12.2.3.1 Exception 3 is modified as follows:
>
> 3. Detached one- and two-family dwellings up to two stories in height of light frame construction.
>
> **1613.8.2 Wood diaphragms. ASCE 7, Section 12.11.2.2.3.** The text of ASCE 7 Section 12.11.2.2.3 is modified as follows:
>
> **12.11.2.2.3 Wood diaphragms.** The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toenails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective for providing the ties or struts required by this section

For structures assigned to Seismic Design Category D, E or F, wood diaphragms supporting concrete or masonry walls shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form subdiaphragms to transmit the anchorage forces to the main continuous crossties.
2. The maximum diaphragm shear used to determine the depth of the subdiaphragm shall not exceed 75% of the maximum diaphragm shear.

1613.8.3 Design Earthquake Displacement. ASCE 7, Section 12.8.6.3. The text of ASCE 7 Section 12.8.6.3, Equation 12.8-16 is modified as follows:

$$\delta_{DE} = C_d\delta_e + \delta_{di} \qquad (12.8\text{-}16)$$

9-1-2-1613.9: SEISMIC DESIGN PROVISIONS FOR HILLSIDE BUILDINGS:
The following section is added to Chapter 16, Part 2 of the CBC to read as follows:

"**1613.9 Seismic design provisions for hillside buildings.**

1613.9.1 Purpose. The purpose of this section is to establish minimum regulations for the design and construction of new buildings and additions to existing buildings when constructing such buildings on or into slopes steeper than one unit vertical in three units horizontal (33.3%). These regulations establish minimum standards for seismic force resistance to reduce the risk of injury or loss of life in the event of earthquakes.

1613.9.2 Scope. The provisions of this section shall apply to the design of the lateral-force-resisting system for hillside buildings at and below the base level diaphragm. The design of the lateral-force-resisting system above the base level diaphragm shall be in accordance with the provisions for seismic and wind design as required elsewhere in this division.

Exception: Non-habitable accessory buildings and decks not supporting or supported from the main building are exempt from these regulations.

1613.9.3 Definitions. For the purposes of this section certain terms are defined as follows:
BASE LEVEL DIAPHRAGM is the floor at, or closest to, the top of the highest level of the foundation.
DIAPHRAGM ANCHORS are assemblies that connect a diaphragm to the adjacent foundation at the uphill diaphragm edge.
DOWNHILL DIRECTION is the descending direction of the slope approximately perpendicular to the slope contours.

FOUNDATION is concrete or masonry which supports a building, including footings, stem walls, retaining walls, and grade beams.
FOUNDATION EXTENDING IN THE DOWNHILL DIRECTION is a foundation running downhill and approximately perpendicular to the uphill foundation.
HILLSIDE BUILDING is any building or portion thereof constructed on or into a slope steeper than one unit vertical in three units horizontal (33.3%). If only a portion of the building is supported on or into the slope, these regulations apply to the entire building.
PRIMARY ANCHORS are diaphragm anchors designed for and providing a direct connection as described in Sections 1613.9.5 and 1613.9.7.3 between the diaphragm and the uphill foundation.
SECONDARY ANCHORS are diaphragm anchors designed for and providing a redundant diaphragm to foundation connection, as described in Sections 1613.9.6 and 1613.9.7.4.
UPHILL DIAPHRAGM EDGE is the edge of the diaphragm adjacent and closest to the highest ground level at the perimeter of the diaphragm.
UPHILL FOUNDATION is the foundation parallel and closest to the uphill diaphragm edge.

1613.9.4 Analysis and Design.

1613.9.4.1 General. Every hillside building within the scope of this section shall be analyzed, designed, and constructed in accordance with the provisions of this division. When the code-prescribed wind design produces greater effects, the wind design shall govern, but detailing requirements and limitations prescribed in this and referenced sections shall be followed.

1613.9.4.2 Base level diaphragm-downhill direction. The following provisions shall apply to the seismic analysis and design of the connections for the base level diaphragm in the downhill direction.

1613.9.4.2.1 Base for lateral force design defined. For seismic forces acting in the downhill direction, the base of the building shall be the floor at or closest to the top of the highest level of the foundation.

1613.9.4.2.2 Base shear. In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems. The total base shear shall include the forces tributary to the base level diaphragm including forces from the base level diaphragm.

1613.9.5 Base shear resistance-primary anchors.

1613.9.5.1 General. The base shear in the downhill direction shall be resisted through primary anchors from diaphragm struts provided in the base level diaphragm to the foundation.

1613.9.5.2 Location of primary anchors. A primary anchor and diaphragm strut shall be provided in line with each foundation extending in the downhill direction. Primary anchors and diaphragm struts shall also be provided where interior vertical lateral-force-resisting elements occur above and in contact with the base level diaphragm. The spacing of primary anchors and diaphragm struts or collectors shall in no case exceed 30 feet (9144 mm).

1613.9.5.3 Design of primary anchors and diaphragm struts. Primary anchors and diaphragm struts shall be designed in accordance with the requirements of Section 1613.9.8.

1613.9.5.4 Limitations. The following lateral-force-resisting elements shall not be designed to resist seismic forces below the base level diaphragm in the downhill direction:

1. Wood structural panel wall sheathing,
2. Cement plaster and lath,
3. Gypsum wallboard, and
4. Tension only braced frames.

Braced frames designed in accordance with the requirements of Section 2202.2.1.2 may be used to transfer forces from the primary anchors and diaphragm struts to the foundation provided lateral forces do not induce flexural stresses in any member of the frame or in the diaphragm struts. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.9.6 Base Shear Resistance - Secondary Anchors.

1613.9.6.1 General. In addition to the primary anchors required by Section 1613.9.5, the base shear in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in the base level diaphragm.

Exception: Secondary anchors are not required where foundations extending in the downhill direction spaced at not more than 30 feet (9144 mm) on center extend up to and are directly connected to the base level diaphragm for at least 70% of the diaphragm depth.

1613.9.6.2 Secondary Anchor Capacity and Spacing. Secondary anchors at the base level diaphragm shall be designed for a minimum force equal to the base shear, including forces tributary to the base level diaphragm, but not less than 600 pounds per lineal foot (8.76 kN/m) based on Allowable Stress Design (ASD) levels. The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of 4 feet (1219 mm) on center.

1613.9.6.3 Design. Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.9.8.

1613.9.7 Diaphragms Below the Base Level - Downhill Direction. The following provisions shall apply to the lateral analysis and design of the connections for all diaphragms below the base level diaphragm in the downhill direction.

1613.9.7.1 Diaphragm Defined. Every floor level below the base level diaphragm shall be designed as a diaphragm.

1613.9.7.2 Design Force. Each diaphragm below the base level diaphragm shall be designed for all tributary loads at that level using a minimum seismic force factor not less than the base shear coefficient.

1613.9.7.3 Design Force Resistance - Primary Anchors. The design force described in Section 1613.9.7.2 shall be resisted through primary anchors from diaphragm struts provided in each diaphragm to the foundation. Primary anchors shall be provided and designed in accordance with the requirements and limitations of Section 1613.9.5.

1613.9.7.4 Design Force Resistance - Secondary Anchors.

1613.9.7.4.1 General. In addition to the primary anchors required in Section 1613.9.7.3, the design force in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in each diaphragm below the base level.

Exception: Secondary anchors are not required where foundations extending in the downhill direction, spaced at not more than 30 feet (9144 mm) on center, extend up to and are directly connected to each diaphragm below the base level for at least 70% of the diaphragm depth.

1613.9.7.4.2: Secondary Anchor Capacity. Secondary anchors at each diaphragm below the base level diaphragm shall be designed for a minimum force equal to the design force but not less than 300 pounds per lineal foot (4.38 kN/m) based on Allowable Stress Design (ASD) levels. The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of 4 feet (1219 mm) on center.

1613.9.7.4.3: Design. Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.9.8.

1613.9.8 Primary and Secondary Anchorage and Diaphragm Strut Design. Primary and secondary anchors and diaphragm struts shall be designed in accordance with the following provisions:

1. Fasteners. All bolted fasteners used to develop connections to wood members shall be provided with square plate washers at all bolt heads and nuts. Washers shall be minimum 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Nuts shall be tightened to finger tight plus one half (1/2) wrench turn prior to covering the framing.
2. Fastening. The diaphragm to foundation anchorage shall not be accomplished by the use of toenailing, nails subject to withdrawal, or wood in cross-grain bending or cross-grain tension.
3. Size of Wood Members. Wood diaphragm struts collectors, and other wood members connected to primary anchors shall not be less than 3 inch (76 mm) nominal width. The effects of eccentricity on wood members shall be evaluated as required per Item 9.
4. Design. Primary and secondary anchorage, including diaphragm struts, splices, and collectors shall be designed for 125% of the tributary force.
5. Allowable Stress Increase. The one-third allowable stress increase permitted under Section 1605.2 shall not be taken when the working (allowable) stress design method is used.
6. Steel Element of Structural Wall Anchorage System. The strength design forces for steel elements of the structural wall anchorage system, with the exception of anchor bolts and reinforcing steel, shall be increased by 1.4 times the forces otherwise required.
7. Primary Anchors. The load path for primary anchors and diaphragm struts shall be fully developed into the diaphragm and into the foundation. The foundation must be shown to be adequate to resist the concentrated loads from the primary anchors.
8. Secondary Anchors. The load path for secondary anchors and diaphragm struts shall be fully developed in the diaphragm but need not be developed beyond the connection to the foundation.
9. Symmetry. All lateral force foundation anchorage and diaphragm strut connections shall be symmetrical. Eccentric connections may be

permitted when demonstrated by calculation or tests that all components of force have been provided for in the structural analysis or tests.

10. Wood Ledgers. Wood ledgers shall not be used to resist cross-grain bending or cross-grain tension.

1613.9.9 Lateral-force-resisting elements normal to the downhill direction.

1613.9.9.1 General. In the direction normal to the downhill direction, lateral-force-resisting elements shall be designed in accordance with the requirements of this section.

1613.9.9.2 Base Shear. In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems.

1613.9.9.3 Vertical Distribution of Seismic Forces. For seismic forces acting normal to the downhill direction the distribution of seismic forces over the height of the building using Section 12.8.3 of ASCE 7 shall be determined using the height measured from the top of the lowest level of the building foundation.

1613.9.9.4 Drift Limitations. The story drift below the base level diaphragm shall not exceed 0.007 times the story height at strength design force level. The total drift from the base level diaphragm to the top of the foundation shall not exceed 3/4 inch (19 mm). Where the story height or the height from the base level diaphragm to the top of the foundation varies because of a stepped footing or story offset, the height shall be measured from the average height of the top of the foundation. The story drift shall not be reduced by the effect of horizontal diaphragm stiffness.

1613.9.9.5 Distribution of Lateral Forces.

1613.9.9.5.1 General. The design lateral force shall be distributed to lateral-force-resisting elements of varying heights in accordance with the stiffness of each individual element.

1613.9.9.5.2 Wood Structural Panel Sheathed Walls. The stiffness of a stepped wood structural panel shear wall may be determined by dividing the wall into adjacent rectangular elements, subject to the same top of wall deflection. Deflections of shear walls may be estimated by AWC SDPWS Section 4.3.4. Sheathing and fastening requirements for the stiffest section shall be used for the entire wall. Each section of wall shall be anchored for shear and uplift at each step. The

minimum horizontal length of a step shall be 8 feet (2438 mm) and the maximum vertical height of a step shall be 2 feet 8 inches (813 mm).

1613.9.9.5.3 Reinforced Concrete or Masonry Shear Walls. Reinforced concrete or masonry shear walls shall have forces distributed in proportion to the rigidity of each section of the wall.

1613.9.9.6 Limitations. The following lateral force-resisting-elements shall not be designed to resist lateral forces below the base level diaphragm in the direction normal to the downhill direction:

1. Cement plaster and lath,
2. Gypsum wallboard, and
3. Tension-only braced frames.

Braced frames designed in accordance with the requirements of Section 2202.2.1.2 of this Code may be designed as lateral-force-resisting elements in the direction normal to the downhill direction, provided lateral forces do not induce flexural stresses in any member of the frame. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.9.10 Specific Design Provisions.

1613.9.10.1 Footings and Grade Beams. All footings and grade beams shall comply with the following:

1. Grade beams shall extend at least 12 inches (305 mm) below the lowest adjacent grade and provide a minimum 24 inch (610 mm) distance horizontally from the bottom outside face of the grade beam to the face of the descending slope.
2. Continuous footings shall be reinforced with at least two No. 4 reinforcing bars at the top and two No. 4 reinforcing bars at the bottom.
3. All main footing and grade beam reinforcement steel shall be bent into the intersecting footing and fully developed around each corner and intersection.
4. All concrete stem walls shall extend from the foundation and reinforced as required for concrete or masonry walls.

1613.9.10.2 Protection against decay and termites. All wood to earth separation shall comply with the following:

1. Where a footing or grade beam extends across a descending slope, the stem wall, grade beam, or footing shall extend up

to a minimum 18 inches (457 mm) above the highest adjacent grade.

Exception: At paved garage and doorway entrances to the building, the stem wall need only extend to the finished concrete slab, provided the wood framing is protected with a moisture proof barrier.

2. Wood ledgers supporting a vertical load of more than 100 pounds per lineal foot (1.46 kN/m) based on Allowable Stress Design (ASD) levels and located within 48 inches (1219 mm) of adjacent grade are prohibited. Galvanized steel ledgers and anchor bolts, with or without wood nailers, or treated or decay resistant sill plates supported on a concrete or masonry seat, may be used.

1613.9.10.3 Sill Plates. All sill plates and anchorage shall comply with the following:

1. All wood framed walls, including nonbearing walls, when resting on a footing, foundation, or grade beam stem wall, shall be supported on wood sill plates bearing on a level surface.
2. Power-driven fasteners shall not be used to anchor sill plates except at interior nonbearing walls not designed as shear walls.

1613.9.10.4 Column Base Plate Anchorage. The base of isolated wood posts (not framed into a stud wall) supporting a vertical load of 4,000 pounds (17.8 kN) based on Allowable Stress Design (ASD) levels or more and the base plate for a steel column shall comply with the following:

1. When the post or column is supported on a pedestal extending above the top of a footing or grade beam, the pedestal shall be designed and reinforced as required for concrete or masonry columns. The pedestal shall be reinforced with a minimum of four No. 4 bars extending to the bottom of the footing or grade beam. The top of exterior pedestals shall be sloped for positive drainage.
2. The base plate anchor bolts or the embedded portion of the post base, and the vertical reinforcing bars for the pedestal, shall be confined with two No. 4 or three No. 3 ties within the top 5 inches (127 mm) of the concrete or masonry pedestal. The base plate anchor bolts shall be embedded a minimum of 20 bolt diameters into the concrete or masonry pedestal. The

base plate anchor bolts and post bases shall be galvanized and each anchor bolt shall have at least 2 galvanized nuts above the base plate.

1613.9.10.5 Steel beam to column supports. All steel beam to column supports shall be positively braced in each direction. Steel beams shall have stiffener plates installed on each side of the beam web at the column. The stiffener plates shall be welded to each beam flange and the beam web. Each brace connection or structural member shall consist of at least two 5/8 inch (15.9 mm) diameter machine bolts."

9-1-2-1613.10: SUSPENDED CEILINGS:
The following section is added to Chapter 16, Part 2 of the CBC to read as follows:

"**1613.10 Suspended ceilings.** Minimum design and installation standards for suspended ceilings shall be determined in accordance with the requirements of Section 2506.2.1 of this Code and this section.

1613.10.1 Scope. This part contains special requirements for suspended ceilings and lighting systems. Provisions of Section 13.5.6 of ASCE 7 shall apply except as modified herein.

1613.10.2 General. The suspended ceilings and lighting systems shall be limited to 6 feet (1828 mm) below the structural deck unless the lateral bracing is designed by a licensed engineer or architect.

1613.10.3 Sprinkler heads. All sprinkler heads (drops) except fire-resistance-rated floor/ceiling or roof/ceiling assemblies, shall be designed to allow for free movement of the sprinkler pipes with oversize rings, sleeves or adaptors through the ceiling tile. Sprinkler heads and other penetrations shall have a 2 inch (50mm) oversize ring, sleeve, or adapter through the ceiling tile to allow for free movement of at least 1 inch (25mm) in all horizontal directions. Alternatively, a swing joint that can accommodate 1 inch (25 mm) of ceiling movement in all horizontal directions is permitted to be provided at the top of the sprinkler head extension.
Sprinkler heads penetrating fire-resistance-rated floor/ceiling or roof/ceiling assemblies shall comply with Section 714 of this Code.

1613.10.4 Special Requirements for Means of Egress. Suspended ceiling assemblies located along means of egress serving an occupant load of 30 or more shall comply with the following provisions.

1613.10.4.1 General. Ceiling suspension systems shall be connected and braced with vertical hangers attached directly to the structural deck along the means of egress serving an occupant load

of 30 or more and at lobbies accessory to Group A Occupancies. Spacing of vertical hangers shall not exceed 2 feet (610 mm) on center along the entire length of the suspended ceiling assembly located along the means of egress or at the lobby.

1613.10.4.2 Assembly device. All lay-in panels shall be secured to the suspension ceiling assembly with two hold-down clips minimum for each tile within a 4-foot (1219 mm) radius of the exit lights and exit signs.

1613.10.4.3 Emergency systems. Independent supports and braces shall be provided for light fixtures required for exit illumination. Power supply for exit illumination shall comply with the requirements of Section 1008.3 of this Code.

1613.10.4.4 Supports for appendage. Separate support from the structural deck shall be provided for all appendages such as light fixtures, air diffusers, exit signs, and similar elements."

9-1-2-1704.6: STRUCTURAL OBSERVATIONS:
Section 1704.6 of Chapter 17, Part 2 of the CBC is amended and restated as follows:

"**1704.6 Structural observations.** Where required by the provisions of Section 1704.6.1 the owner or the owner's authorized agent shall employ a structural observer to perform structural observations. The structural observer shall visually observe representative locations of structural systems, details and load paths for general conformance to the approved construction documents. Structural observation does not include or waive the responsibility for the inspections in CBC Section 110 or the special inspections in CBC Section 1705 or other sections of this code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or
2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

The owner or owner's authorized agent shall coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors and special inspectors. The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting shall be included in the report submitted to the building official.

Observed deficiencies shall be reported in writing to the owner or owner's authorized agent, special inspector, contractor and the building official. Upon the form prescribed by the building official, the structural observer shall submit to the building official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved. A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the building official."

9-1-2-1704.6.1: STRUCTURAL OBSERVATIONS FOR STRUCTURES: Section 1704.6.1 of Chapter 17, Part 2 of the CBC is amended and restated as follows:

"**1704.6.1 Structural observations for structures.** Structural observations shall be provided for those structures where one or more of the following conditions exist:

1. The structure is classified as Risk Category III or IV.
2. The structure is a high-rise building.
3. A lateral design is required for the structure or portion thereof.

   Exception: One-story wood framed Group R-3 and Group U Occupancies less than 2,000 square feet in area, provided the adjacent grade is not steeper than 1 unit vertical in 10 units horizontal (10% sloped), assigned to Seismic Design Category D."

4. Such observation is required by the registered design professional responsible for the structural design.
5. Such observation is specifically required by the building official.

9-1-2-1705.3: CONCRETE CONSTRUCTION:
Section 1705.3 of Chapter 17, Part 2 of the CBC is amended and restated as follows:

"**1705.3 Concrete construction.** The special inspections and tests for concrete construction shall be performed in accordance with this section and Table 1705.3.

Exceptions: Special inspections and tests shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock where the structural design of the footing is based on a specified compressive strength, f'c, not more than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

2. Continuous concrete footings supporting walls of buildings three stories or less above grade plane that are fully supported on earth or rock where:
   2.1. The footings support walls of light-frame construction;
   2.2. The footings are designed in accordance with Table 1809.7; or
   2.3. The structural design of the footing is based on a specified compressive strength, f'c, not more than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.
3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 Mpa).
4. Concrete patios, driveways and sidewalks, on grade."

9-1-2-1705.13: SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE:
Section 1705.13 of Chapter 17, Part 2 of the CBC is amended and restated as follows:

"**1705.13 Special inspections for seismic resistance.** Special inspections for seismic resistance shall be required as specified in Sections 1705.13.1 through 1705.13.9, unless exempted by the exceptions of Section 1704.2.

Exception: The special inspections specified in Sections 1705.13.1 through 1705.13.9 are not required for structures designed and constructed in accordance with one of the following:

1. The structure consists of light-frame construction; the design spectral response acceleration at short periods, S_{DS}, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 35 feet (10 668 mm).
2. The seismic force-resisting system of the structure consists of reinforced masonry or reinforced concrete; the design spectral response acceleration at short periods, S_{DS}, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 25 feet (7620 mm)
3. The structure is a detached one- or two-family dwelling not exceeding two stories above grade plane, is not assigned to Seismic Design Category D, E or F, and does not have any of the following horizontal or vertical irregularities in accordance with Section 12.3 of ASCE 7:

   3.1 Torsional or extreme torsional irregularity.
   3.2 Nonparallel systems irregularity.
   3.3 Stiffness-soft story or stiffness-extreme soft story irregularity.
   3.4 Discontinuity in lateral strength-weak story irregularity."

9-1-2-1807.1.4: PERMANENT WOOD FOUNDATION SYSTEMS:
Section 1807.1.4 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1807.1.4 Permanent wood foundation systems.** Permanent wood foundation systems shall be designed and installed in accordance with AWC PWF. Lumber and plywood shall be treated in accordance with AWPA U1 (Commodity Specification A, Special Requirement 4.2) and shall be identified in accordance with Section 2303.1.9.1. Permanent wood foundation systems shall not be used for structures assigned to Seismic Design Category D, E or F."

9-1-2-1807.1.6: PRESCRIPTIVE DESIGN OF CONCRETE AND MASONRY FOUNDATION WALLS:
Section 1807.1.6 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1807.1.6 Prescriptive design of concrete and masonry foundation walls.** Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F."

9-1-2-1807.2: RETAINING WALLS:
Section 1807.2 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1807.2 Retaining walls.** Retaining walls shall be designed in accordance with Section 1807.2.1 through 1807.2.4. Retaining walls assigned to Seismic Design Category D, E or F shall not be partially or wholly constructed of wood."

9-1-2-1809.3: STEPPED FOOTINGS:
Section 1809.3 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1809.3 Stepped footings.** The top surface of footings shall be level. The bottom surface of footings shall be permitted to have a slope not exceeding one unit vertical in 10 units horizontal (10 percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footing or where the surface of the ground slopes more than one unit vertical in 10 units horizontal (10 percent slope).

For structures assigned to Seismic Design Category D, E or F, the stepping requirement shall also apply to the top surface of continuous footings supporting walls. Footings shall be reinforced with four No. 4 deformed reinforcing bars. Two bars shall be placed at the top and bottom of the footings as shown in Figure 1809.3.

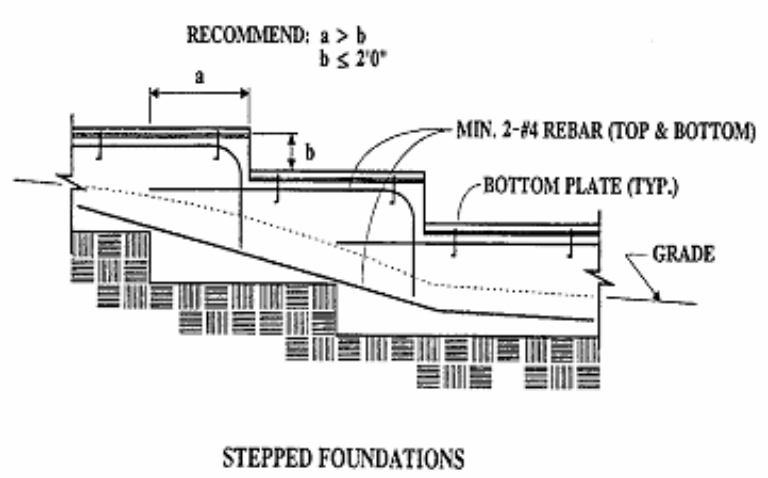


FIGURE 1809.3STEPPED FOOTING"

9-1-2-1809.7: PRESCRIPTIVE FOOTINGS FOR LIGHT-FRAME CONSTRUCTION:

Section 1809.7 and Table 1809.7 of Chapter 18, Part 2 of the CBC are amended and restated as follows:

"**1809.7 Prescriptive footings for light-frame construction.** Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Table 1809.7. Light-frame construction using prescriptive footings in Table 1809.7 shall not exceed one story above grade plane for structures assigned to Seismic Design Category D, E or F.

TABLE 1809.7
PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION [a, b, d, e]

NUMBER OF FLOORS SUPPORTED BY THE FOOTING [f]	WIDTH OF FOOTING (inches)	THICKNESS OF FOOTING (inches)
1	12	6
2	15	6
3	18	8

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

a. Depth of footings shall be in accordance with Section 1809.4.
b. The ground under the floor shall be permitted to be excavated to the elevation of the top of the footing.
d. See Section 1905 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.
e. For thickness of foundation walls, see Section 1807.1.6.
f. Footings shall be permitted to support a roof addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor."

9-1-2-1809.12: TIMBER FOOTINGS:
Section 1809.12 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1809.12 Timber footings.** Timber footings shall be permitted for buildings of Type V construction and as otherwise approved by the Building Official. Such footings shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B). Treated timbers are not required where placed entirely below permanent water level, or where used as capping for wood piles that project above the water level over submerged or marsh lands. The compressive stresses perpendicular to grain in untreated timber footings supported on treated piles shall not exceed 70 percent of the allowable stresses for the species and grade of timber as specified in the ANSI/AWC NDS. Timber footings shall not be used in structures assigned to Seismic Design Category D, E or F."

9-1-2-1810.3.2.4: TIMBER:
Section 1810.3.2.4 of Chapter 18, Part 2 of the CBC is amended and restated as follows:

"**1810.3.2.4 Timber.** Timber deep foundation elements shall be designed as piles or poles in accordance with ANSI/AWC NDS. Round timber elements shall conform to ASTM D25. Sawn timber elements shall conform to DOC PS-20. Timber deep foundation elements shall not be used in structures assigned to Seismic Design Category D, E or F."

9-1-2-1905.1: CONCRETE – SEISMIC REQUIREMENTS:
Section 1905.1 of Chapter 19, Part 2 of the CBC is amended and restated as follows:

"**1905.1 General.** The text of ACI 318 shall be modified as indicated in the following subsections."

9-1-2-1905.6.2: ACI 318, SECTION 14.1.4:
Section 1905.6.2 of Chapter 19, Part 2 of the CBC is amended and restated as follows:

"**1905.6.2 ACI 318, Section 14.1.4.** Delete ACI 318, Section 14.1.4 and replace with the following:

14.1.4 – Plain concrete in structures assigned to Seismic Design Category C, D, E or F.

14.1.4.1 – Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

(a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement or cementitious material per cubic yard.
(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) Plain concrete footings supporting walls are permitted provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

Exception:

1. Detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, are permitted to have plain concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross-sectional area of the footing."

9-1-2-1905.8: ACI 318, SECTION 18.7.5:
The following section is added to Chapter 19, Part 2 of the CBC:

"19059.8311 ACI 318, Section 18.7.5. Modify ACI 318, Section 18.7.5, by adding the following subsections to read as follows:

18.7.5.8 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 18.7.5.1, Items (a) through (c), over the full height of the member.
18.7.5.9 – At any section where the design strength, φP_n, of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 18.7.6.1 and 18.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 18.7.5.1 through 18.7.5.3 shall be provided. For beams framing into opposite sides of the column, the moment components are permitted to be assumed to be of opposite sign. For the determination of the design strength, φP_n, of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis."

9-1-2-1905.9: ACI 318, SECTION 18.10.4:
The following section is added to Chapter 19, Part 2 of the CBC:

"19059.932 ACI 318, Section 18.10.4. Modify ACI 318, Section 18.10.4, by adding subsection 18.10.4.7 to read as follows:

18.10.4.7 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for

resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 18.14."

9-1-2-1905.10: ACI 318, SECTION 18.12.6:
The following section is added to Chapter 19, Part 2 of the CBC:

"19059.1033 ACI 318, Section 18.12.6. Modify ACI 318, Section 18.12.6, by adding subsection 18.12.6.2 to read as follows:

18.12.6.2 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76 mm) or 6 d_b in thickness, where d_b is the diameter of the largest reinforcement in the topping slab."

9-1-2-2304.10.2: FASTENER REQUIREMENTS:
Section 2304.10.2 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2304.10.2 Fastener requirements.** Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.2. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F."

9-1-2-2304.10.3.1: QUALITY OF NAILS:
The following section is added to Chapter 23, Part 2 of the CBC:

"**2304.10.3.1 Quality of nails.** In Seismic Design Category D, E or F, mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails."

9-1-2-2304.12.2.8: WOOD USED IN RETAINING WALLS AND CRIBS:
Section 2304.12.2.8 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2304.12.2.8 Wood used in retaining walls and cribs.** Wood installed in retaining or crib walls shall be preservative treated in accordance with AWPA U1 for soil and freshwater use. Wood shall not be used in retaining or crib walls for structures assigned to Seismic Design Category D, E or F."

9-1-2-2305.4: HOLD-DOWN CONNECTORS:
The following section is added to Chapter 23, Part 2 of the CBC:

"**2305.4 Hold-down connectors.** In Seismic Design Category D, E or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing."

9-1-2-2306.2: WOOD-FRAME DIAPHRAGMS:
Section 2306.2 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2306.2 Wood-frame diaphragms.** Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide."

9-1-2-2306.3: WOOD-FRAME SHEAR WALLS:
Section 2306.3 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2306.3 Wood-frame shear walls.** Wood-frame shear walls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.
2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E or F is 400 pounds per linear foot (plf).
3. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less

than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting members for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

4. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

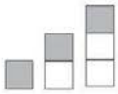
The allowable shear values in Tables 2306.3(1) and 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS."

9-1-2-2307.2: LRFD DESIGN - WOOD-FRAME SHEAR WALLS:
The following section is added to Chapter 23, Part 2 of the CBC:

"**2307.2 Wood-frame shear walls.** Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable."

9-1-2-2308.10: WALL BRACING:
Table 2308.10.1 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

TABLE 2308.10.1[a]
WALL BRACING REQUIREMENTS

SEISMIC DESIGN CATEGORY	STORY CONDITION (SEE SECTION 2308.2)	MAXIMUM SPACING OF BRACED WALL LINES	BRACED PANEL LOCATION, SPACING (O.C.) AND MINIMUM PERCENTAGE (X)			MAXIMUM DISTANCE OF BRACED WALL PANELS FROM EACH END OF BRACED WALL LINE
			Bracing method[b]			
			LIB	DWB, WSP	SFB, PBS, PCP, HPS, GB[c,d]	
A and B		35′- 0″	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
C		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c. (minimum 25% of wall length)[e]	Each end and ≤ 25′- 0″ o.c. (minimum 25% of wall length)[e]	12′- 6″
D and E[f, g, h]		25′- 0″	NP	$S_{DS} < 0.50$: Each end and ≤ 25′- 0″ o.c. (minimum 21% of wall length)[e]	$S_{DS} < 0.50$: Each end and ≤ 25′- 0″ o.c. (minimum 43% of wall length)[e]	8′- 0″
				$0.5 \le S_{DS} < 0.75$: Each end and ≤ 25′- 0″ o.c. (minimum 32% of wall length)[e]	$0.5 \le S_{DS} < 0.75$: Each end and ≤ 25′- 0″ o.c. (minimum 59% of wall length)[e]	
				$0.75 \le S_{DS} \le 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 37% of wall length)[e]	$0.75 \le S_{DS} \le 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 75% of wall length)	
				$S_{DS} > 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 48% of wall length)[e]	$S_{DS} > 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 100% of wall length)[e]	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

NP = Not Permitted.

a. This table specifies minimum requirements for braced wall panels along interior or exterior braced wall lines.

b. See Section 2308.10.3 for full description of bracing methods.

c. For Method GB, gypsum wallboard applied to framing supports that are spaced at 16 inches on center.

d. The required lengths shall be doubled for gypsum board applied to only one face of a braced wall panel.

e. Percentage shown represents the minimum amount of bracing required along the building length (or wall length if the structure has an irregular shape).

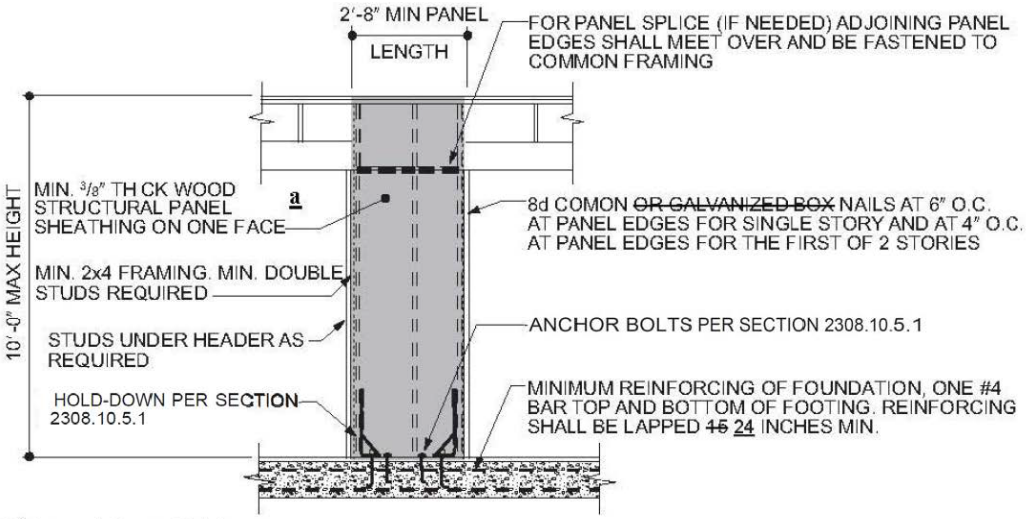
f. DWB, SFB, PBS, and HPS wall braces are not permitted in Seismic Design Categories D or E.

g. Minimum length of panel bracing of one face of the wall for WSP sheathing shall be at least 4'-0" long or both faces of the wall for GB or PCP sheathing shall be at least 8'-0" long. h/w ratio shall not exceed 2:1. Wall framing to which sheathing used for bracing is applied shall be nominal 2 inch wide [actual 1 1/2 inch (38 mm)] or larger members and spaced a maximum of 16 inches on center. Braced wall panel construction types shall not be mixed within a braced wall line.

h. WSP sheathing shall be a minimum of 15/32" thick nailed with 8d common placed 3/8 inches from panel edges and spaced not more than 6 inches on center and 12 inches on center along intermediate framing members.

9-1-2-2308.10.5.1: ALTERNATE BRACED WALL (ABW):
Section 2308.10.5.1 and Figure 2308.10.5.1, of Chapter 23, Part 2 of the CBC are amended and restated as follows:

> **"2308.10.5.1 Alternate braced wall (ABW).** An ABW shall be constructed in accordance with this section and Figure 2308.10.5.1. In one-story buildings, each panel shall have a length of not less than 2 feet 8 inches (813 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with 3/8-inch (3.2 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Table 2304.10.2 and blocked at wood structural panel edges. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports. Two anchor bolts installed in accordance with Section 2308.7.1 shall be provided in each panel. Anchor bolts shall be placed at each panel outside quarter points. Each panel end stud shall have a hold-down device fastened to the foundation, capable of providing an approved uplift capacity of not less than 1,800 pounds (8006 N). The hold-down device shall be installed in accordance with the manufacturer's recommendations. The ABW shall be supported directly on a foundation or on floor framing supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.
>
> Where the ABW is installed at the first story of two-story buildings, the wood structural panel sheathing shall be provided on both faces, three anchor bolts shall be placed at one-quarter points and tie-down device uplift capacity shall be not less than 3,000 pounds (13 344 N)."



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

FIGURE 2308.10.5.1
ALTERNATE BRACED WALL PANEL (ABW)

9-1-2-2308.10.5.2: PORTAL FRAME WITH HOLD-DOWNS (PFH):
Section 2308.10.5.2 and Figure 2308.10.5.2, of Chapter 23, Part 2 of the CBC are amended and restated as follows:

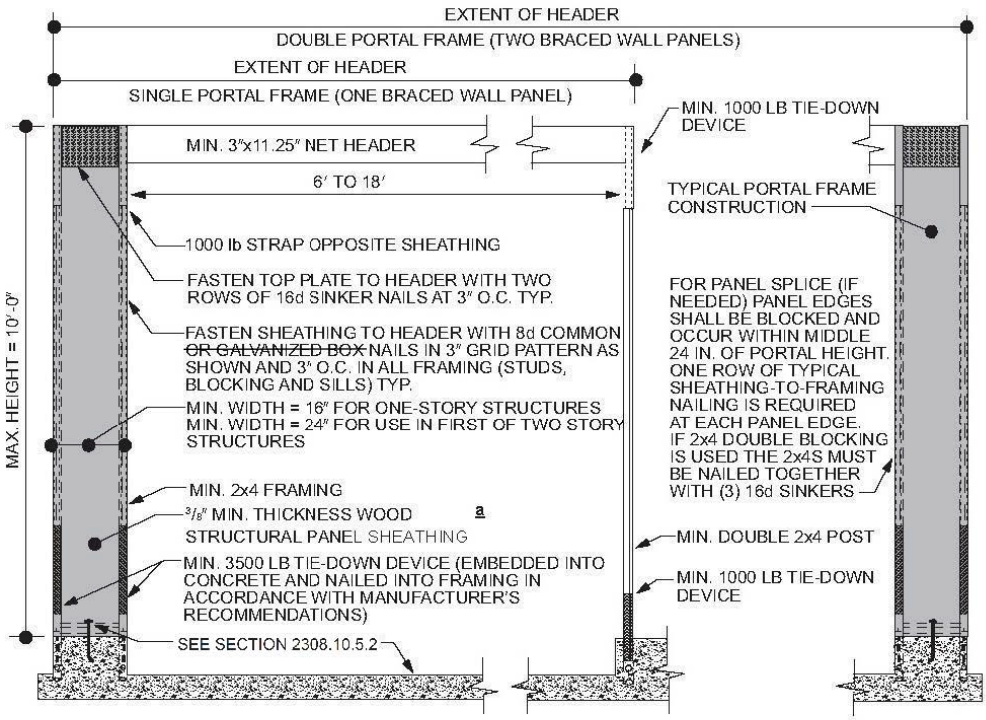
"**2308.10.5.2 Portal frame with hold-downs (PFH).** A PFH shall be constructed in accordance with this section and Figure 2308.10.5.2. The adjacent door or window opening shall have a full-length header.

In one-story buildings, each panel shall have a length of not less than 16 inches (406 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with a single layer of 3/8-inch (9.5 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Figure 2308.10.5.2. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports and in accordance with Figure 2308.10.5.2. The wood structural panel sheathing shall extend up over the solid sawn or glued-laminated header and shall be nailed in accordance with Figure 2308.10.5.2. A built-up header consisting of at least two 2-inch by 12-inch (51 mm by 305 mm) boards, fastened in accordance with Item

24 of Table 2304.10.2 shall be permitted to be used. A spacer, if used, shall be placed on the side of the built-up beam opposite the wood structural panel sheathing. The header shall extend between the inside faces of the first full-length outer studs of each panel. The clear span of the header between the inner studs of each panel shall be not less than 6 feet (1829 mm) and not more than 18 feet (5486 mm) in length. A strap with an uplift capacity of not less than 1,000 pounds (4,400 N) shall fasten the header to the inner studs opposite the sheathing. One anchor bolt not less than 5/8 inch (15.9 mm) diameter and installed in accordance with Section 2308.7.1 shall be provided in the center of each sill plate. The studs at each end of the panel shall have a hold-down device fastened to the foundation with an uplift capacity of not less than 3,500 pounds (15 570 N).

Where a panel is located on one side of the opening, the header shall extend between the inside face of the first full-length stud of the panel and the bearing studs at the other end of the opening. A strap with an uplift capacity of not less than 1,000 pounds (4400 N) shall fasten the header to the bearing studs. The bearing studs shall also have a hold-down device fastened to the foundation with an uplift capacity of not less than 1,000 pounds (4400 N). The hold-down devices shall be an embedded strap type, installed in accordance with the manufacturer's recommendations. The PFH panels shall be supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped not less than 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

Where a PFH is installed at the first story of two-story buildings, each panel shall have a length of not less than 24 inches (610 mm)."



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.448 N.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

FIGURE 2308.10.5.2
PORTAL FRAME WITH HOLD-DOWNS (PFH)

9-1-2-2308.10.8.1: FOUNDATION REQUIREMENTS:
Section 2308.10.8.1 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2308.10.8.1 Foundation requirements.** Braced wall lines shall be supported by continuous foundations.

Exception: For structures with a maximum plan dimension not more than 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures assigned to Seismic Design Category A, B, or C.

For structures in Seismic Design Categories D and E, exterior braced wall panels shall be in the same plane vertically with the foundation or the portion of the structure containing the offset shall be designed in accordance with accepted engineering practice and Section 2308.3"

9-1-2-2308.10.9: ATTACHMENT OF SHEATHING:
Section 2308.10.9 of Chapter 23, Part 2 of the CBC is amended and restated as follows:

"**2308.10.9 Attachment of sheathing.** Fastening of braced wall panel sheathing shall not be less than that prescribed in Tables 2308.10.1 or 2304.10.2. Wall

sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inches (6096 mm) intervals along the top plate of discontinuous vertical framing."

9-1-2-3114.1: INTERMODAL SHIPPING CONTAINERS:
Section 3114.1 of Chapter 31, Part 2 of the CBC is amended to include the following subsection:

"Exceptions:

6. Single-unit stand-alone intermodal shipping containers used as temporary storage or construction trailer on active construction sites. construction support facilities for uses and activities not directly associated with the actual processes of construction, including but not limited to, offices, meeting rooms, plan rooms, other administrative or support."

9-1-2-3203: BUILDING ON PUBLIC EASEMENT PROHIBITED:
The following section is added to Chapter 32, Part 2 of the CBC:

"**SECTION 3203**
BUILDING ON PUBLIC EASEMENT PROHIBITED

3203.1 Prohibition. No person shall erect, construct, alter, repair, raise, build or move any permanent building, structure, paving, or portion thereof, upon any easement or right-of-way, reserved by the original grantor of a lot or parcel of land or conveyed, granted or dedicated to the City for drainage or public utility purposes, including the construction and maintenance of pipes, conduits, open ditches, poles, wires or other facilities for conveying gas, electricity, power, water, telephone and telegraph service or sewerage to and from property within the City, without the written consent of the City or owner of the easement or right-of-way, as the case may be. The records of the County Recorder of the County shall be prima facie, but not conclusive, proof of the existence of such easement or right-of-way."

9-1-2-3302.4: CONSTRUCTION FENCING:
The following section is added to Chapter 33, Part 2 of the CBC:

"**3302.4 Construction fencing.** In addition to the requirements of Section 3306 of the California Building Code, Protection of Pedestrians, every construction site shall be enclosed by a barrier to prevent unauthorized access.

The barrier shall extend the entire perimeter of the construction site. Openings shall be protected by gates that shall be kept closed and locked during non-operational hours.

EXCEPTION:
1. Construction fencing may be removed during operational hours to permit access for construction activity. The construction fencing shall be replaced during non-operational hours. Construction fencing is not required to extend beyond existing site fencing provided the fencing is located solely upon the private property upon which such work is being done."

9-1-2-3305.1: FACILITIES REQUIRED:
Section 3305.1 of Chapter 33, Part 2 of the CBC is amended and restated as follows:

"**3305.1 Facilities required.** Sanitary facilities shall be provided during construction, remodeling or demolition activities in accordance with the *California Plumbing Code*.

EXCEPTION:
In lieu of flush water closets, chemical toilets may be provided. Chemical toilets shall be located solely upon the private property upon which such work is being done. The toilets shall be located and maintained to prevent them from becoming a nuisance to the adjoining properties."

9-1-2-3305.2: GARBAGE CONTAINERS:
The following section is added to Chapter 33, Part 2 of the CBC:

"**3305.2 Garbage containers.** Garbage containers shall be provided during construction, remodeling or demolition activities. Garbage containers shall be located solely upon the private property upon which such work is being done. The containers shall be located and maintained to prevent them from becoming a nuisance to the adjoining properties.

EXCEPTION:
Garbage containers for which a valid encroachment permit has been issued by the Public Works Department.

9-1-2-C105: (APPENDIX C) COMMERCIAL STABLES:
The following section is added to Appendix C, Part 2 of the CBC:

"**SECTION C105**
COMMERCIAL STABLES

C105.1 Commercial stable defined. As used in this section, "commercial stable" shall mean all enclosed structures designed or used commercially to shelter

horses. Enclosure shall be by means of permanent walls beneath the roof of the structure and shall be solid except for necessary ventilation and access opening.

C105.2 Automatic fire-extinguishing systems required. All commercial stables shall be equipped with automatic fire-extinguishing systems which comply with Section 903 of the California Building Code.

C105.3 Living quarters; separation and fire-walls required. Living quarters in separate structures on the premises shall be separated from commercial stables by a 13 foot yard. Living quarters in commercial stables shall be separated from the stable area by a one-hour, unpierced occupancy separation wall.

C105.6 Exceptions.

1. Automatic fire-extinguishing systems are not required in stables of Type IA construction.
2. Existing commercial stables may install fire-resistive separations and automatic fire-extinguishing systems providing minimum coverage and approved by the Building and Fire Departments in accordance with the following minimum standards:
   (a) The automatic fire-extinguishing system shall be supplied through a separate meter by a two-inch line equipped with a water-flow-alarm system. Sprinkler heads shall be taken off the two-inch main line with a three-quarter inch line. One sprinkler head shall be installed in each stall; and in all other areas one sprinkler head shall be installed in each room division not exceeding one sprinkler head for each 100 square feet.
   (b) Fire-resistive separations shall be one-hour unpierced fire-resistive separations installed in existing commercial stables in excess of 200 feet in length with separation every 400 square feet or every 40 lineal feet, whichever provides the greater number of separations."

9-1-2-G101.6: (APPENDIX G) FLOOD-RESISTANT CONSTRUCTION- WARNING AND DISCLAIMER OF LIABILITY:

The following section is added to Appendix G, Part 2 of the CBC:

"**G101.6 Warning and disclaimer of liability.** The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the City, any officer or employee thereof for any flood damages that result from reliance on this article, or any administrative decision lawfully made thereunder."

9-1-2-G103.2: (APPENDIX G) ESTABLISHMENT OF FLOOD HAZARD AREA:

Section G103.2 of Appendix G, Part 2 of the CBC is amended as follows:

Insert: “January 1, 2011” into the [Date] field in Section G103.2 of Appendix G of the California Building Code.

9-1-2-G104.11: (APPENDIX G) DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR:
The following sections are added to Appendix G, Part 2 of the CBC:

“G104.11 Duties and responsibilities of the floodplain administrator.

G104.11.1 Definition - Floodplain administrator. "FLOODPLAIN ADMINISTRATOR" means the Public Works Director or his designee.

G104.11.2 Duties - Floodplain administrator. The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to:

A. PERMIT REVIEW.
1. Review all development permits to determine that the permit requirements of this article have been satisfied;
2. All other required state and federal permits have been obtained;
3. The site is reasonably safe from flooding;
4. Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City.

B. USE OF OTHER BASE FLOOD DATA.
When base flood elevation data has not been provided in accordance with Section 1612A of the California Building Code, the Floodplain Administrator shall determine the design flood elevations in accordance with Section G104.3, Appendix G, of the California Building Code. Any such information shall be submitted to the Council for adoption.

C. CHANGES IN WATERCOURSE.
Whenever a watercourse is to be altered or relocated:
1. Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;
2. Require that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.

D. PUBLIC INSPECTION.
Obtain and maintain for public inspection and make available as needed the flood hazard documentation required in Section 1612A.4 of the California Building Code.

E. INTERPRETATIONS.
Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section G106, Appendix G of the California Building Code.

F. ENFORCEMENT.
Take action to remedy violations of this article as specified in Section 114 of the California Building Code."

9-1-2-J104.5: (APPENDIX J) FEES, BONDS AND INSURANCE - EXCAVATION AND GRADING:
The following section is added to Appendix J, Part 2 of the CBC:

"**J104.5 Fees, bonds and insurance - excavation and grading.**

A. Fees shall be assessed in accordance with the provisions of this section and as set forth in the Burbank Fee Resolution.

B. The Building Official shall require bonds in such form and amounts as may be deemed necessary to ensure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.

(i) BOND REQUIREMENTS.
Whenever an application for a grading permit is filed for the excavation or fill of 250 cubic yards or more in the Hillside Area, as defined in Diagram 10-1-606(A) of the Burbank Municipal Code, or for the excavation or fill of 500 cubic yards or more in other areas, and the nature of the work is such that if left incomplete it will create a hazard to human life or endanger adjoining property, or property at a higher or lower level, or to any street or street improvement or any other public property, the Building Official shall, before issuing the grading permit, require the applicant to guarantee faithful performance and payment of labor and material in an amount determined by the Building Official, which shall be not less than 100 percent of the total estimated cost of the work, including corrective work necessary to remove or eliminate geological hazards. An additional cash deposit may be required by the Building Official in the form of a cash bond sufficient to cover the cost of site cleanup and debris

removal. Where grading is required on property adjacent to the grading site to complete a project satisfactorily, the owner of the adjacent property need not provide additional security if the original guarantee is of sufficient amount to include such additional grading. Each bond and agreement shall remain in effect until the work authorized by the grading permit is completed and approved by the Building Official.

(ii) TYPE OF BOND.
A guarantee of faithful performance and payment of labor and material, when required under the provisions of this section, shall be provided by one of the following methods:

(a) A bond executed by the applicant, as principal, and a corporate surety authorized to do business in the State of California, as surety, and in a form furnished by the Building Official and approved by the City Attorney.
(b) A cash deposit with the City.
(c) An instrument or instruments of credit from one or more financial institutions subject to regulation by the State or Federal government pledging that the funds necessary to meet the performance are on deposit and guaranteed for payment, and an agreement that the funds designated by the instrument shall become trust funds for the purpose of securing faithful performance and payment of labor and material. The instrument of credit and the agreement shall first be approved by the City Attorney.

(iii) PROCEDURE ON DEFAULT.
(a) Whenever the Building Official shall find that a default has occurred in the performance of any term or condition of any grading permit, written notice of the fact of default shall be given to the principal and to the corporate surety, financial institution or the depositor, stating the work to be done, and the period of time deemed by the Building Official to be reasonably necessary for the completion of such work. Thirty days after the receipt of such notice the principal or the surety shall perform or cause the required work to be performed by commencing and diligently prosecuting the work to its completion; but if they or either or both of them should fail to commence such work within 30 days, or having so commenced the work fail, neglect or refuse to proceed diligently to complete the same within the time so specified in the notice, then the City may enter the premises and do the work, and the cost and expense of doing the work so specified shall be the obligation of the principal and the surety, and shall be a part of the terms of the performance bond in consideration of the issuance of the grading permit. The principal and surety of such bond, if any, shall upon completion of the work, be released

from their obligation, after deducting and paying the City the cost of such work plus 10 percent of the total cost of such required work.

(b) If a cash bond has been posted, notice of default as provided by the preceding paragraph shall be given to the depositor, and if the depositor fails to cause the required work to be resumed as set forth in the notice within 30 days after receipt thereof, the Building Official shall proceed without delay and without further notice or proceedings whatsoever to use the cash deposited, or any portion thereof, and cause the required work to be completed by such mode as the Building Official deems convenient. After deducting the cost of such work plus 10 percent of the total cost of such required work, the balance of such cash deposit, if any, shall, upon completion of the work, be returned to the depositor or the depositor's successor or assigns.

(c) If an instrument of credit is used to guarantee performance, notice of default shall be given, as provided in paragraph (i) hereof, to the principal and to the financial institution issuing the instrument of credit, and if the principal fails to cause the required work to be resumed as set forth in the notice within 30 days after the receipt thereof, the Building Official shall make a demand upon the financial institution for the payment of the estimated costs from the trust fund held by the financial institution pursuant to the agreement. Upon receipt of said sum, the Building Official shall proceed without delay and without further notice or proceedings whatsoever to use the sum, or any portion thereof, and cause the required work to be completed by such mode as the Building Official deems convenient. After deducting the cost of such work plus 10 percent of the total cost of such required work, the balance of such sum, if any, shall, upon the completion of the work, be returned to the financial institution, its successors or assigns; but if the financial institution fails or refuses to pay over said sum, then Building Official shall proceed as in paragraph (1) hereof and shall look to said institution for the costs and expenses of the work, and the contractual liability of such institution therefore shall be a term or condition of its agreement.

C. INSURANCE REQUIREMENTS.

(i) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.
The contractor shall assume all responsibility for damages to property, including property of the City, or injuries to persons, including accidental death, which may be caused by the contractor's performance of work under any grading permit, whether such performance be by the contractor, his/her subcontractor or anyone directly or indirectly employed by the contractor

and whether such damage shall accrue or be discovered before or after completion or termination of his/her contract. The contractor shall take out and maintain during the life of the grading permit a comprehensive liability policy, including contractual liability, as shall adequately protect the contractor and the City from claims for such damages, naming the City as an additional insured under the policy in an amount sufficient in the estimation of the Building Official to protect the City.

(ii) CERTIFICATE OF INSURANCE.
The contractor shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. The City shall be named as an additional insured on a separate endorsement attached to the certificate. The separate endorsement shall contain a statement of the obligation on the part of the insurance carrier to notify the City of any material change, cancellation, or termination of the coverage at least 30 days in advance of the effective date of any such material change, cancellation, or termination. The required certificate of insurance and separate endorsement shall be furnished by the contractor prior to the issuance of the grading permit. No such certificate of insurance or separate endorsement shall qualify until it has been approved as to form by the City."

9-1-2-J105.3: (APPENDIX J) CONSTRUCTION SITE MAINTENANCE-EXCAVATION AND GRADING:
The following section is added to Appendix J, Part 2 of the CBC:

"**J105.3 Construction site maintenance-excavation and grading.** Construction site maintenance, including fugitive dust control, hauling, roadway maintenance, watering, sweeping, erosion control, spillage, material and debris control, soil treatment, and environmental monitoring shall be in accordance with Article 4, Chapter 3 of Title 9 of the Burbank Municipal Code."

9-1-2-J110.3: (APPENDIX J) MAINTENANCE OF PROTECTIVE DEVICES - EXCAVATION AND GRADING:
The following section is added to Appendix J, Part 2 of the CBC:

"**J110.3 Maintenance of protective devices - excavation and grading.** The owner of any property on which grading or an excavation or fill has been made pursuant to a grading permit granted hereunder, and any other person or agent in control of such property, shall maintain in good condition and repair all retaining walls, cribbing, drainage structures, and other protective devices, including planting, and irrigation systems, shown in the approved plans and specifications submitted with the application for a grading permit or subsequently required by the Building Official."

ARTICLE 2R. CALIFORNIA RESIDENTIAL CODE

9-1-2R: ADOPTION OF THE 2025 CALIFORNIA RESIDENTIAL CODE:
Part 2.5 of Title 24 of the California Code of Regulations, also known as the "California Residential Code," which is part of the California Building Standards Code, 2025 Edition, together with Appendices BB and BF, as adopted by the California Building Standards Commission is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-2R-R101.1: TITLE:
Section R101.1 of Chapter 1, Part 2.5 of the CBC is amended and restated as follows:

> "**R101.1 Title.** These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* of the City of Burbank, and shall be cited as such and will be referred to herein as "this code.""

9-1-2R-R301.1.3.2: WOODFRAME STRUCTURES: Section R301.1.3.2 of Chapter 3, Part 2.5 of the CBC is amended and restated as follows:

> "**R301.1.3.2 Woodframe structures.** The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of woodframe construction more than two stories and basement in height located in Seismic Design Category A, B or C. Notwithstanding other sections of law, the law establishing these provisions is found in Business and Professions Code Sections 5537 and 6737.1.
>
> The building official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than one story in height or with a basement located in Seismic Design Category D_0, D_1, or D_2."

9-1-2R-R301.1.5: SEISMIC DESIGN PROVISIONS FOR BUILDINGS CONSTRUCTED ON OR INTO SLOPES STEEPER THAN ONE UNIT VERTICAL IN THREE UNITS HORIZONTAL (33.3 PERCENT SLOPE):
The following section is added to Chapter 3, Part 2.5 of the CBC:

> "**R301.1.5 Seismic design provisions for buildings constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope).** The design and construction of new buildings and additions to existing buildings when constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope) shall comply with Section 9-1-2-1613.9 of the Burbank Municipal Code."

9-1-2R-R301.2: CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA:
Table R301.2(1) of Chapter 3, Part 2.5 of the CBC is amended and restated as follows:

"Buildings shall be constructed in accordance with the provisions of this code and amended by the provisions of this section. Additional local jurisdiction criteria is set forth in Table R301.2(1) below.

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM		
	SPEED[d] (MPH)	TOPOGRAPHIC EFFECTS[k]		WEATHERING[a]	FROST LINE DEPTH[b]	TERMITE[c]
No	110	No	D_0, D_1, D_2 & E	Negligible	No	Yes

WINTER DESIGN TEMP[e]	ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
42.3	No	a. Date of regular entry: Jan. 23, 1981 b. Date of Flood Insurance Study: Mar. 26, 1981 c. Community Number: 065018 Panel Numbers: 1328, 1329, 1330, 1335, 1337, 1339, 1345 Date of FIRM: Sept. 26, 2008	0	63.9

(For Notes a-k, see 2025 California Residential Code, Table R301.2(1))"

9-1-2R-R301.2.2.6: IRREGULAR BUILDINGS:
Subsections (1), (3), and (5) of Section R301.2.2.6 of Chapter 3, Part 2.5 of the CBC are amended and restated as follows:

"1. **Shear wall or braced wall offsets out of plane**. Conditions where exterior shear wall lines or braced wall panels are not in one plane vertically from the foundation to the uppermost story in which they are required.

3. **Shear wall or braced wall offsets in plane**. Conditions where the end of a braced wall panel occurs over an opening in the wall below.

5. **Floor level offset**. Conditions where portions of a floor level are vertically offset."

9-1-2R-R301.2.2.11: ANCHORAGE OF MECHANICAL, ELECTRICAL, OR PLUMBING COMPONENTS AND EQUIPMENT:
The following section is added to Chapter 3, Part 2.5 of the CBC:

"**R301.2.2.11 Anchorage of mechanical, electrical, or plumbing components and equipment.** Mechanical, electrical, or plumbing components and equipment

shall be anchored to the structure. Anchorage of the components and equipment shall be designed to resist loads in accordance with the California Building Code and ASCE 7, except where the component is positively attached to the structure and flexible connections are provided between the component and associated ductwork, piping, and conduit; and either

1. The component weighs 400 lb (1,780 N) or less and has a center of mass located 4 ft (1.22 m) or less above the supporting structure; or

2. The component weighs 20 lb (89 N) or less or, in the case of a distributed system, 5 lb/ft (73 N/m) or less.

9-1-2R-R401.1: FOUNDATIONS:
Section R401.1 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R401.1 Application.** The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2 shall meet the provisions of Section R306. Wood foundations shall be designed and installed in accordance with AWC PWF.

Exception: The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have no more than two floors and a roof.

2. When interior basement and foundation walls are constructed at intervals not exceeding 50 feet (15 240 mm).

Wood foundations in Seismic Design Category D_0, D_1, or D_2 shall not be permitted.

Exception: In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 120 square feet, the building height does not exceed 10 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches."

9-1-2R-R403.1.2: CONTINUOUS FOOTING IN SEISMIC DESIGN CATEGORIES D_0, D_1 AND D_2:
Section R403.1.2 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R403.1.2. Continuous footing in seismic design categories D_0, D_1 and D_2.** Exterior walls of buildings located in Seismic Design Categories D_0, D_1 and D_2 shall be supported by continuous solid or fully grouted masonry or concrete footings. All

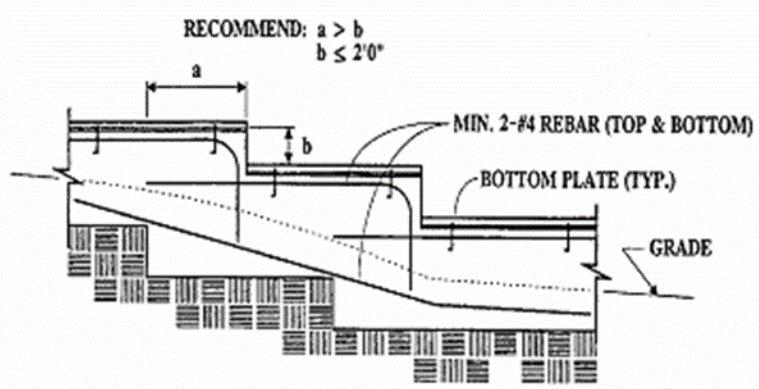
required interior braced wall panels in buildings located in Seismic Design Categories D_0, D_1 and D_2 shall be supported on continuous foundations."

9-1-2R-R403.1.3.6: ISOLATED CONCRETE FOOTINGS:
Section R403.1.3.6 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R403.1.3.6. Isolated concrete footings.** In detached one- and two-family dwellings located in Seismic Design Category A, B, or C, that are three stories or less in height, and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted."

9-1-2R-R403.1.5: SLOPE:
Section R403.1.5 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R403.1.5. Slope.** The top surface of footings shall be level. The bottom surface of footings shall not have a slope exceeding 1 unit vertical in 10 units horizontal (10-percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footings or where the slope of the bottom surface of the footings will exceed 1 unit vertical in 10 units horizontal (10-percent slope). For structures assigned to Seismic Design Categories D_0, D_1 or D_2, stepped



STEPPED FOUNDATIONS

footings shall be reinforced with four No. 4 rebar. Two bars shall be placed at the top and bottom of the footings as shown in Figure R403.1.5.

FIGURE R403.1.5
STEPPED FOOTING"

9-1-2R-R404.2: WOOD FOUNDATION WALLS:
Section R404.2 of Chapter 4, Part 2.5 of the CBC is amended and restated as follows:

"**R404.2 Wood foundation walls.** Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with

the details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D_0, D_1 or D_2."

9-1-2R-R501.1: FLOORS:
Section R501.1 of Chapter 5, Part 2.5 of the CBC is amended and restated as follows:

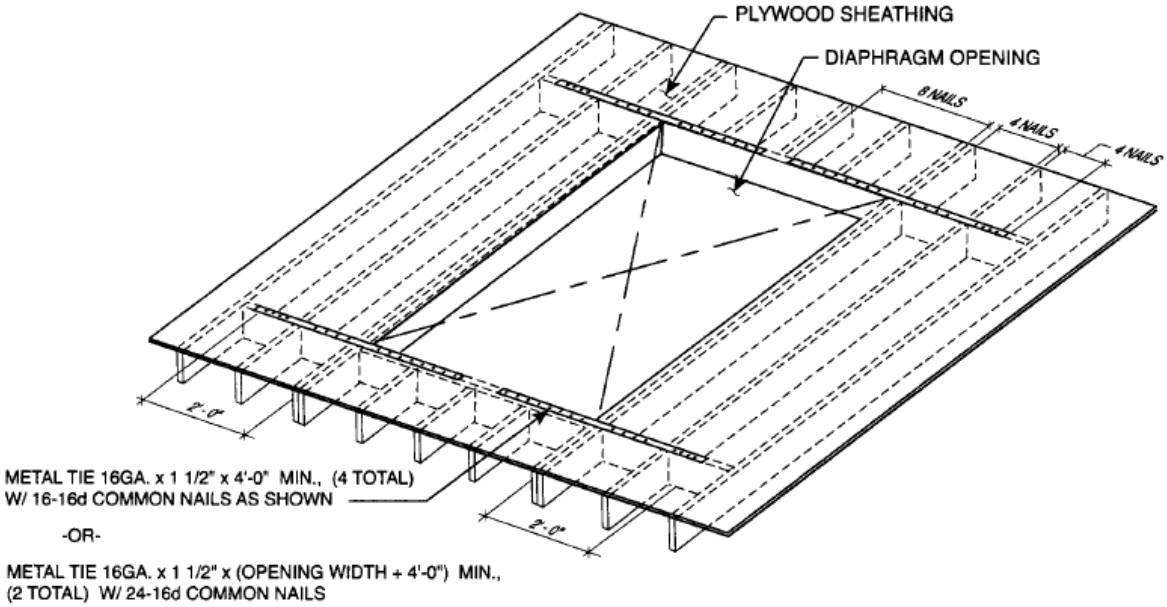
"**R501.1 Application.** The provisions of this chapter shall control the design and construction of the floors for buildings, including the floors of attic spaces used to house mechanical or plumbing fixtures and equipment. Mechanical or plumbing fixtures and equipment shall be attached or anchored to the structure in accordance with Section 9-1-2R-R301.2.2.11 of the Burbank Municipal Code."

9-1-2R-R503.2.4: OPENINGS IN HORIZONTAL DIAPHRAGMS:

The following section (including Figure R503.2.4) is added to Chapter 5, Part 2.5 of the CBC:

"**R503.2.4 Openings in Horizontal Diaphragms.** Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) shall be constructed in accordance with Figure R503.2.4.

1. Blockings shall be provided beyond headers.
2. Metal ties not less than 0.058 inch [1.47 mm (16 galvanized gage)] by 1.5 inches (38 mm) wide with eight 16d common nails on each side of the header-joist intersection. The metal ties shall have a minimum yield of 33,000 psi (227 MPa).
3. Openings in diaphragms shall be further limited in accordance with Section R301.2.2.6.



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R503.2.4
OPENINGS IN HORIZONTAL DIAPHRAGMS"

9-1-2R-R602.3(1): FASTENING SCHEDULE:
The following line items and footnotes within Table R602.3(1) of Chapter 6, Part 2.5 of the CBC are amended and restated as follows:

"TABLE R602.3(1)—continued
FASTENING SCHEDULE

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER [a, b, c]	SPACING AND LOCATION	
20 [k]	1″ × 6″ sheathing to each bearing	3-8d box ($2^1/_2$″ × 0.113″); or 2-8d common ($2^1/_2$″ × 0.131″); or 2-10d box (3″ × 0.128″); or 2 staples, 1″ crown, 16 ga., $1^3/_4$″ long	Face nail	
21 [k]	1″ × 8″ and wider sheathing to each bearing	3-8d box ($2^1/_2$″ × 0.113″); or 3-8d common ($2^1/_2$″ × 0.131″); or 3-10d box (3″ × 0.128″); or 3 staples, 1″ crown, 16 ga., $1^3/_4$″ long	Face nail	
		Wider than 1″ × 8″ 4-8d box ($2^1/_2$″ × 0.113″); or 3-8d common ($2^1/_2$″ × 0.131″); or 3-10d box (3″ × 0.128″); or 4 staples, 1″ crown, 16 ga., $1^3/_4$″ long		
Floor				
24 [k]	1″ × 6″ subfloor or less to each joist	3-8d box ($2^1/_2$″ × 0.113″); or 2-8d common ($2^1/_2$″ × 0.131″); or 3-10d box (3″ × 0.128″); or 2 staples, 1″ crown, 16 ga., $1^3/_4$″ long	Face nail	
Other wall sheathing[g]				
34 [k]	$1/_2$″ structural cellulosic fiberboard sheathing	$1^1/_2$″ x 0.120" galvanized roofing nail, $^7/_{16}$″ head diameter, or $1^1/_4$″ long 16 ga. staple with $^7/_{16}$″ or 1″ crown	3	6
35 [k]	$25/_{32}$″ structural cellulosic fiberboard sheathing	$1^3/_4$″ x 0.120" galvanized roofing nail, $^7/_{16}$″ head diameter, or $1^1/_4$″	3	6

		long 16 ga. staple with $^{7}/_{16}$″ or 1″ crown		
36 k	$^{1}/_{2}$″ gypsum sheathing[d]	11/2” x 0.120” galvanized roofing nail, 7/16” head diameter, or 1¼” long, 16 ga.; staple galvanized, 11/2" long; 7 /16” or 1” crown or 11/4" screws, Type W or S	7	7
37 k	$^{5}/_{8}$″ gypsum sheathing[d]	13/4" x 0.120” galvanized roofing nail, 7/16” head diameter, or 16 ga. staple galvanized, 1 5/8" long; 7 /16” or 1” crown or 1 1/4" screws, Type W or S	7	7

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s; 1 ksi = 6.895 MPa.

TABLE R602.3(1) — continued
FASTENING SCHEDULE

k. Use of staples in roof, floor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, or D_2.”

9-1-2R-R602.3.2: TOP PLATE:

The “Exception” to Section R602.3.2, the “Single Top-Plate Splice Connection Details” of Table R602.3.2, and footnote “a” to Table R602.3.2, of Chapter 6, Part 2.5 of the CBC are amended and restated as follows:

“**Exception:** In other than Seismic Design Category D_0, D_1 or D_2, a single top plate used as an alternative to a double top plate shall comply with the following:

1. The single top plate shall be tied at corners, intersecting walls, and at in-line splices in straight wall lines in accordance with Table R602.3.2.
2. The rafters or joists shall be centered over the studs with a tolerance of not more than 1 inch (25 mm).
3. Omission of the top plate is permitted over headers where the headers are adequately tied to adjacent wall sections in accordance with Table R602.3.2.

TABLE R602.3.2
SINGLE TOP-PLATE SPLICE CONNECTION DETAILS

CONDITION	TOP-PLATE SPLICE LOCATION			
	Corners and intersecting walls		Butt joints in straight walls	
	Splice plate size	Minimum nails each side of joint	Splice plate size	Minimum nails each side of joint
Structures in SDC A-C; ~~and in SDC D_0, D_1 and D_2 with braced wall line spacing less than 25 feet~~	3″ × 6″ × 0.036″ galvanized steel plate or equivalent	(6) 8d box ($2^{1}/_{2}$″ × 0.113″) nails	3′ × 12″ × 0.036″ galvanized steel plate or equivalent	(12) 8d box ($2^{1}/_{2}$″ × 0.113″) nails
~~Structures in SDC D_0, D_1 and D_2, with braced wall line spacing greater than or equal to 25 feet~~	~~3″ × 8″ by 0.036″ galvanized steel plate or equivalent~~	~~(9) 8d box ($2^{1}/_{2}$″ × 0.113″) nails~~	~~3′ × 16″ × 0.036″ galvanized steel plate or equivalent~~	~~(18) 8d box ($2^{1}/_{2}$″ × 0.113″) nails~~

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. Staples shall have a minimum crown width of 7/16-inch on diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, or D_2."

9-1-2R-R602.10.2.3: MINIMUM NUMBER OF BRACED WALL PANELS:
Section R602.10.2.3 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

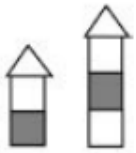
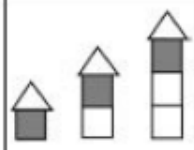
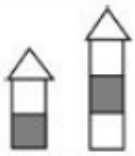
"**R602.10.2.3 Minimum number of braced wall panels.** Braced wall lines with a length of 16 feet (4877 mm) or less shall have not less than two braced wall panels of any length or one braced wall panel equal to 48 inches (1219 mm) or more. Braced wall lines greater than 16 feet (4877 mm) shall have not less than two braced wall panels. No braced wall panel shall be less than 48 inches in length in Seismic Design Category D_0, D_1, or D_2."

9-1-2R-R602.10.3: TABLE R602.10.3(3):

Table R602.10.3(3) of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

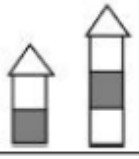
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TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

• WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a, g]				
Seismic Design Category[b]	Story Location	Braced Wall Line Length (feet)[c]	Method LIB[d]	Method GB[d]	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[e]	Methods WSP, ABW[f], PFH[f] and PFG[e, f]	Methods CS-WSP, CS-G, CS-PF
C (townhouses only)		10	2.5	2.5	2.5	1.6	1.4
		20	5.0	5.0	5.0	3.2	2.7
		30	7.5	7.5	7.5	4.8	4.1
		40	10.0	10.0	10.0	6.4	5.4
		50	12.5	12.5	12.5	8.0	6.8
		10	NP	4.5	4.5	3.0	2.6
		20	NP	9.0	9.0	6.0	5.1
		30	NP	13.5	13.5	9.0	7.7
		40	NP	18.0	18.0	12.0	10.2
		50	NP	22.5	22.5	15.0	12.8
		10	NP	6.0	6.0	4.5	3.8
		20	NP	12.0	12.0	9.0	7.7
		30	NP	18.0	18.0	13.5	11.5
		40	NP	24.0	24.0	18.0	15.3
		50	NP	30.0	30.0	22.5	19.1
D_0		10	NP	~~2.8~~ 5.6	~~2.8~~ 5.6	1.8	1.6
		20	NP	~~5.6~~ 11.0	~~5.5~~ 11.0	3.6	3.1
		30	NP	~~8.3~~ 16.6	~~8.3~~ 16.6	5.4	4.6
		40	NP	~~11.0~~ 22.0	~~11.0~~ 22.0	7.2	6.1
		50	NP	~~13.8~~ 27.6	~~13.8~~ 27.6	9.0	7.7
		10	NP	~~5.3~~ NP	~~5.3~~ NP	3.8	3.2
		20	NP	~~10.5~~ NP	~~10.5~~ NP	7.5	6.4
		30	NP	~~15.8~~ NP	~~15.8~~ NP	11.3	9.6
		40	NP	~~21.0~~ NP	~~21.0~~ NP	15.0	12.8
		50	NP	~~26.3~~ NP	~~26.3~~ NP	18.8	16.0
		10	NP	~~7.3~~ NP	~~7.3~~NP	5.3	4.5
		20	NP	~~14.5~~ NP	~~14.5~~ NP	10.5	9.0
		30	NP	~~21.8~~ NP	~~21.8~~ NP	15.8	13.4
		40	NP	~~29.0~~ NP	~~29.0~~ NP	21.0	17.9
		50	NP	~~36.3~~ NP	~~36.3~~ NP	26.3	22.3

(continued)

TABLE R602.10.3(3)—continued
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

• WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a, b]				
Seismic Design Category[b]	Story Location	Braced Wall Line Length (feet)[c]	Method LIB[d]	Method GB	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[e]	Methods WSP, ABW[f], PFH[f] and PFG[e, f]	Methods CS-WSP, CS-G, CS-PF
D_1		10	NP	~~3.0~~ 6.0	~~3.0~~ 6.0	2.0	1.7
		20	NP	~~6.0~~ 12.0	~~6.0~~ 12.0	4.0	3.4
		30	NP	~~9.0~~ 18.0	~~9.0~~ 18.0	6.0	5.1
		40	NP	~~12.0~~ 24.0	~~12.0~~ 24.0	8.0	6.8
		50	NP	~~15.0~~ 30.0	~~15.0~~ 30.0	10.0	8.5
		10	NP	~~6.0~~ NP	~~6.0~~ NP	4.5	3.8
		20	NP	~~12.0~~ NP	~~12.0~~ NP	9.0	7.7
		30	NP	~~18.0~~ NP	~~18.0~~ NP	13.5	11.5
		40	NP	~~24.0~~ NP	~~24.0~~ NP	18.0	15.3
		50	NP	~~30.0~~ NP	~~30.0~~ NP	22.5	19.1
		10	NP	~~8.5~~ NP	~~8.5~~ NP	6.0	5.1
		20	NP	~~17.0~~ NP	~~17.0~~ NP	12.0	10.2
		30	NP	~~25.5~~ NP	~~25.5~~ NP	18.0	15.3
		40	NP	~~34.0~~ NP	~~34.0~~ NP	24.0	20.4
		50	NP	~~42.5~~ NP	~~42.5~~ NP	30.0	25.5
D_2[b]		10	NP	~~4.0~~ 8.0	~~4.0~~ 8.0	2.5	2.1
		20	NP	~~8.0~~ 16.0	~~8.0~~ 16.0	5.0	4.3
		30	NP	~~12.0~~ 24.0	~~12.0~~ 24.0	7.5	6.4
		40	NP	~~16.0~~ 32.0	~~16.0~~ 32.0	10.0	8.5
		50	NP	~~20.0~~ 40.0	~~20.0~~ 40.0	12.5	10.6
		10	NP	~~7.5~~ NP	~~7.5~~ NP	5.5	4.7
		20	NP	~~15.0~~ NP	~~15.0~~ NP	11.0	9.4
		30	NP	~~22.5~~ NP	~~22.5~~ NP	16.5	14.0
		40	NP	~~30.0~~ NP	~~30.0~~ NP	22.0	18.7
		50	NP	~~37.5~~ NP	~~37.5~~ NP	27.5	23.4
	Three-story dwelling	10	NP	NP	NP	NP	NP
		20	NP	NP	NP	NP	NP
		30	NP	NP	NP	NP	NP
		40	NP	NP	NP	NP	NP
		50	NP	NP	NP	NP	NP
	Cripple wall below one- or two-story dwelling	10	NP	NP	NP	7.5	6.4
		20	NP	NP	NP	15.0	12.8
		30	NP	NP	NP	22.5	19.1
		40	NP	NP	NP	30.0	25.5
		50	NP	NP	NP	37.5	31.9

(continued)

a. Linear interpolation shall be permitted.

b. Interpolation of bracing length between the S_{ds} values associated with the seismic design categories shall be permitted when a site-specific S_{ds} value is determined in accordance with Section 1613.2 of the California Building Code.

c. Where the braced wall line length is greater than 50 feet, braced wall lines shall be permitted to be divided into shorter segments having lengths of 50 feet or less, and the amount of bracing within each segment shall be in accordance with this table.

d. Method LIB shall have gypsum board fastened to not less than one side with nails or screws

in accordance with Table R602.3(1) for exterior sheathing or Table R702.3.5 for interior gypsum board. Spacing of fasteners at panel edges shall not exceed 8 inches.

e. Methods PFG and CS-SFB do not apply in Seismic Design Categories D_0, D_1 and D_2.

f. Methods PFH, PFG and ABW are only permitted on a single story or a first of two stories.

g. Where more than one bracing method is used, mixing methods shall be in accordance with Section R602.10.4.1.

h. One- and two- family dwellings in Seismic Design Category D_2 exceeding two stories shall be designed in accordance with accepted engineering practice.

i. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D_0, D_1 and D_2. Methods DWB, SFB, PBS, HPS, and CS-SFB are not permitted in D_0, D_1 and D_2.

9-1-2R-R602.10.4: BRACING METHODS:

Table R602.10.4 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

“

TABLE R602.10.4
BRACING METHODS [f]

	METHODS, MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	**LIB** Let-in-bracing	1 × 4 wood or approved metal straps at 45° to 60° angles for maximum 16″ stud spacing		Wood: 2-8d common nails or 3-8d ($2^1/_2$″ long x 0.113″ dia.) nails	Wood: per stud and top and bottom plates
				Metal strap: per manufacturer	Metal: per manufacturer
	DWB Diagonal wood boards	$^3/_4$″ (1″ nominal) for maximum 24″ stud spacing		2-8d ($2^1/_2$″ long × 0.113″ dia.) nails or 2 - $1^3/_4$″ long staples	Per stud
	WSP Wood structural panel (See Section R604)	~~$^3/_8$″~~ 15/32″	8d common (2 1/2″x0.131) nails 3/8″ ~~edge distance~~ to panel edge	~~Exterior sheathing per Table R602.3(3)~~	6″ edges 12″ field
			8d common (2 1/2″x0.131) nails 3/8″ edge distance to panel edge	~~Interior sheathing per Table R602.3(1) or R602.3(2)~~	~~Varies by fastener~~ 6″ edges 12″ field
	BV-WSP[e] Wood structural panels with stone or masonry veneer (See Section R602.10.6.5)	$^7/_{16}$″	See Figure R602.10.6.5	8d common ($2^1/_2$″ × 0.131) nails	4″ at panel edges 12″ at intermediate supports 4″ at braced wall panel end posts
	SFB Structural fiberboard sheathing	$^1/_2$″ or $^{25}/_{32}$″ for maximum 16″ stud spacing		$1^1/_2$″ long × 0.12″ dia. (for $^1/_2$″ thick sheathing) $1^3/_4$″ long × 0.12″ dia. (for $^{25}/_{32}$″ thick sheathing) galvanized roofing nails	3″ edges 6″ field
	GB Gypsum board	$^1/_2$″		Nails or screws per Table R602.3(1) for exterior locations	For all braced wall panel locations: 7″ edges (including top and bottom plates) 7″ field
				Nails or screws per Table R702.3.5 for interior locations	
	PBS Particleboard sheathing (See Section R605)	$^3/_8$″ or $^1/_2$″ for maximum 16″ stud spacing		For $^3/_8$″, 6d common (2″ long × 0.113″ dia.) nails For $^1/_2$″, 8d common ($2^1/_2$″ long × 0.131″ dia.) nails	3″ edges 6″ field
	PCP Portland cement plaster	See Section R703.7 for maximum 16″ stud spacing		$1^1/_2$″ long, 11 gage, $^7/_{16}$″ dia. head nails or $^7/_8$″ long, 16 gage staples [g]	6″ o.c. on all framing members
	HPS Hardboard panel siding	$^7/_{16}$″ for maximum 16″ stud spacing		0.092″ dia., 0.225″ dia. head nails with length to accommodate $1^1/_2$″ penetration into studs	4″ edges 8″ field
	ABW Alternate braced wall	$^3/_8$″		See Section R602.10.6.1	See Section R602.10.6.1

(continued)

TABLE R602.10.4—continued
BRACING METHODS [f]

	METHODS, MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	**PFH** Portal frame with hold-downs	$^{3}/_{8}$"		See Section R602.10.6.2	See Section R602.10.6.2
	PFG Portal frame at garage	$^{7}/_{16}$"		See Section R602.10.6.3	See Section R602.10.6.3
Continuous Sheathing Methods	**CS-WSP** Continuously sheathed wood structural panel	$^{3}/_{8}$"		8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge ~~Exterior sheathing per Table R602.3(3)~~	6" edges 12" field
		15/32"		8d common (2 1/2"x0.131) nails 3/8" edge distance to panel edge ~~Interior sheathing per Table R602.3(1) or R602.3(2)~~	~~Varies by fastener~~ 6" edges 12" field
	CS-G[b,c] Continuously sheathed wood structural panel adjacent to garage openings	$^{3}/_{8}$" 15/32"		See Method CS-WSP	See Method CS-WSP
	CS-PF Continuously sheathed portal frame	$^{7}/_{16}$" 15/32"		See Section R602.10.6.4	See Section R602.10.6.4
	CS-SFB[d] [f] Continuously sheathed structural fiberboard	$^{1}/_{2}$" or $^{25}/_{32}$" for maximum 16" stud spacing		$1^{1}/_{2}$" long × 0.12" dia. (for $^{1}/_{2}$" thick sheathing) $1^{3}/_{4}$" long × 0.12" dia. (for $^{25}/_{32}$" thick sheathing) galvanized roofing nails	3" edges 6" field

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m^2, 1 mile per hour = 0.447 m/s.

a. Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D_0, D_1 and D_2.

b. Applies to panels next to garage door opening where supporting gable end wall or roof load only. Shall only be used on one wall of the garage. In Seismic Design Categories D_0, D_1 and D_2, roof covering dead load shall not exceed 3 psf.

c. Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R602.5(1). A full-height clear opening shall not be permitted adjacent to a Method CS-G panel.

d. Method CS-SFB does not apply in Seismic Design Categories D_0, D_1 and D_2.

e. Method applies to detached one- and two-family dwellings in Seismic Design Categories D_0 through D_2 only.

f. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D_0, D_1, or D_2. Methods LIB, DWB, SFB, PBS, HPS, and PFG are not permitted in SDC D_0, D_1, or D_2.

g. Use of staples in braced wall panels shall be prohibited in SDC D_0, D_1, or D_2.

"

9-1-2R-R602.10.5: MINIMUM LENGTH OF BRACED WALL PANELS:
Table R602.10.5 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

"TABLE R602.10.5 – MINIMUM LENGTH OF BRACED WALL PANELS

ETHOD (See Table R602.10.4)		MINIMUM LENGTH[a] (inches)					CONTRIBUTING LENGTH (inches)
		Wall Height					
		8 feet	9 feet	10 feet	11 feet	12 feet	
DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP		48	48	48	53	58	Actual[b]
GB		48	48	48	53	58	Double sided = Actual Single sided = 0.5 × Actual
LIB		55	62	69	NP	NP	Actual[b]
ABW	SDC A, B and C, ultimate design wind speed < 140 mph	28	32	34	38	42	48
	SDC D_0, D_1 and D_2, ultimate design wind speed < 140 mph	32	32	34	NP	NP	
CS-G		24	27	30	33	36	Actual[b]
CS-WSP, CS-SFB	Adjacent clear opening height (inches)						
	≤ 64	24	27	30	33	36	Actual[b]
	68	26	27	30	33	36	
	72	27	27	30	33	36	
	76	30	29	30	33	36	
	80	32	30	30	33	36	
	84	35	32	32	33	36	
	88	38	35	33	33	36	
	92	43	37	35	35	36	
	96	48	41	38	36	36	
	100	—	44	40	38	38	
	104	—	49	43	40	39	
	108	—	54	46	43	41	
	112	—	—	50	45	43	
	116	—	—	55	48	45	
	120	—	—	60	52	48	
	124	—	—	—	56	51	
	128	—	—	—	61	54	
	132	—	—	—	66	58	
	136	—	—	—	—	62	
	140	—	—	—	—	66	
	144	—	—	—	—	72	
METHOD (See Table R602.10.4)		Portal header height					
		8 feet	9 feet	10 feet	11 feet	12 feet	
PFH	Supporting roof only	~~16~~ 24	~~16~~ 24	~~16~~ 24	Note c	Note c	48
	Supporting one story and roof	24	24	24	Note c	Note c	
PFG		24	27	30	Note d	Note d	1.5 × Actual[b]
CS-PF	SDC A, B and C	16	18	20	Note e	Note e	1.5 × Actual[b]
	SDC D_0, D_1 and D_2	~~16~~ 24	~~18~~ 24	~~20~~ 24	Note e	Note e	Actual[b]

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.

NP = Not Permitted.

a. Linear interpolation shall be permitted.
b. Use the actual length where it is greater than or equal to the minimum length.
c. Maximum header height for PFH is 10 feet in accordance with Figure R602.10.6.2, but wall height shall be permitted to be increased to 12 feet with pony wall.
d. Maximum header height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height shall be permitted to be increased to 12 feet with pony wall.
e. Maximum header height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height shall be permitted to be increased to 12 feet with pony wall."

9-1-2R-R602.10.6.1: METHOD ABW:

Figure R602.10.6.1 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

"

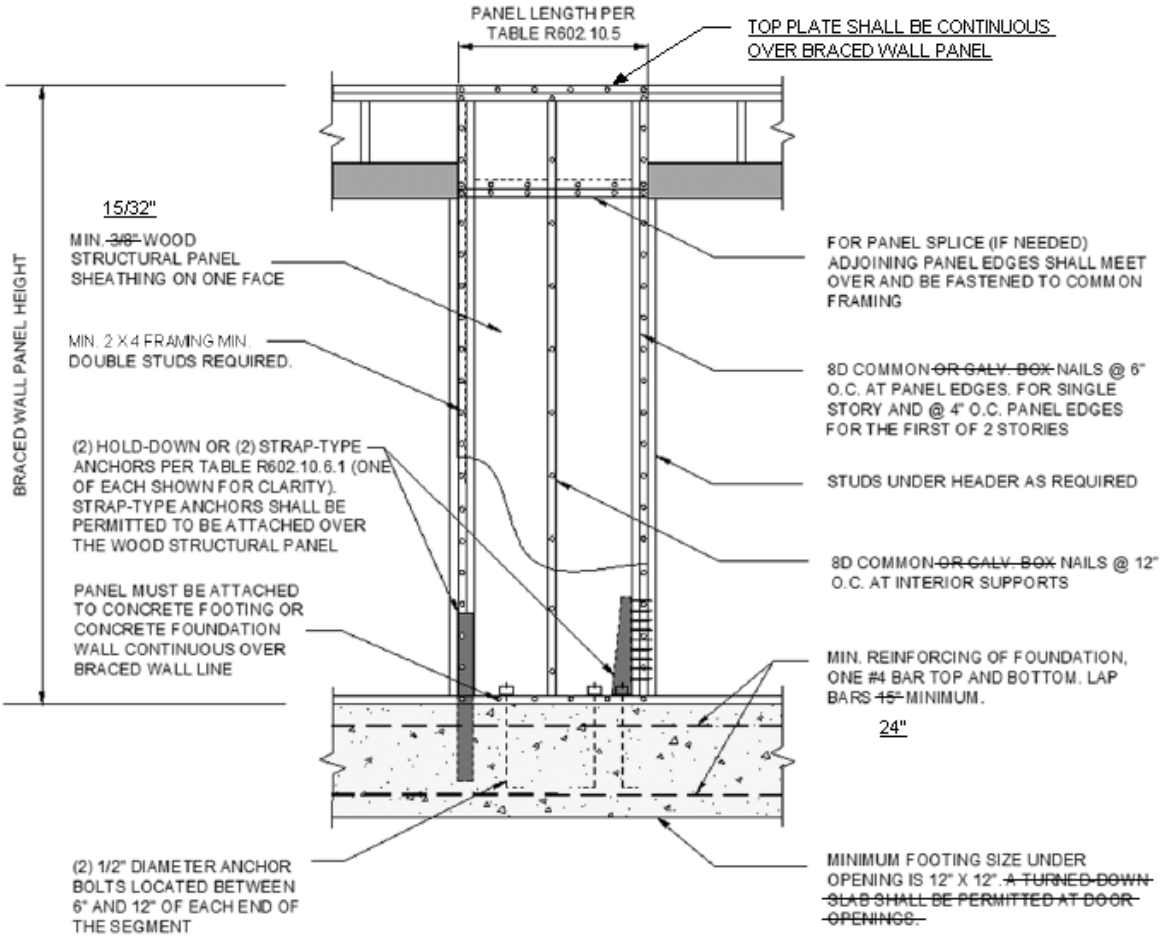


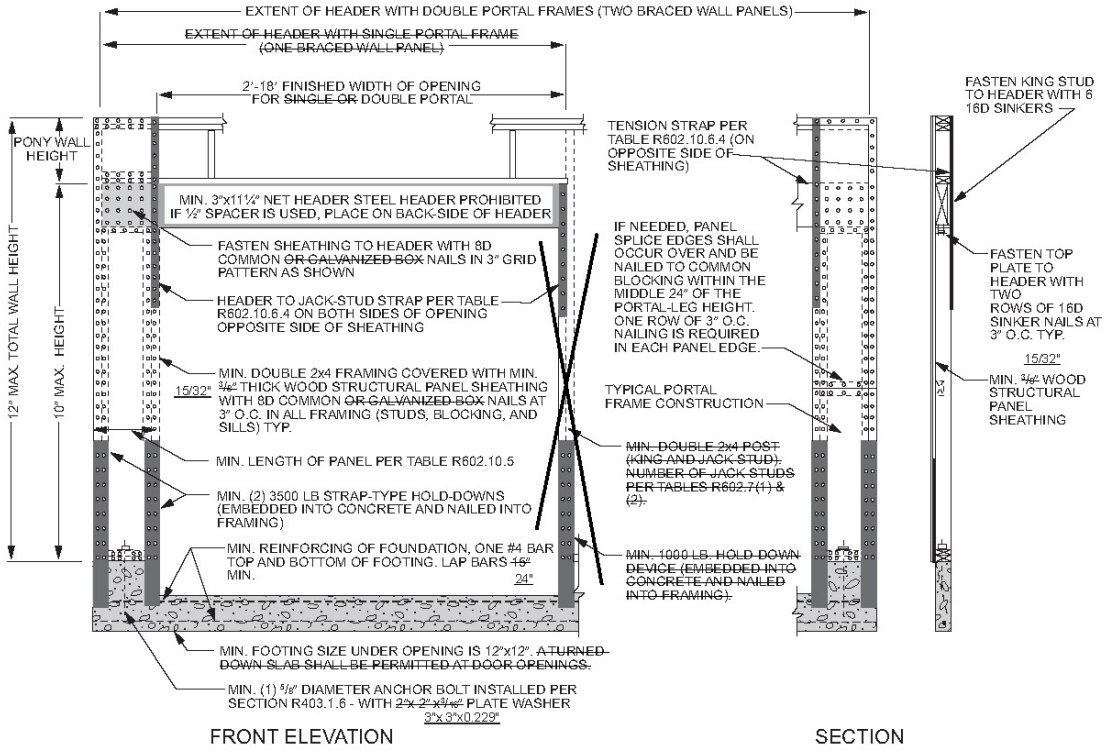
FIGURE R602.10.6.1
METHOD ABW—ALTERNATE BRACED WALL PANEL

"

9-1-2R-R602.10.6.2: METHOD PFH:

Figure R602.10.6.2 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

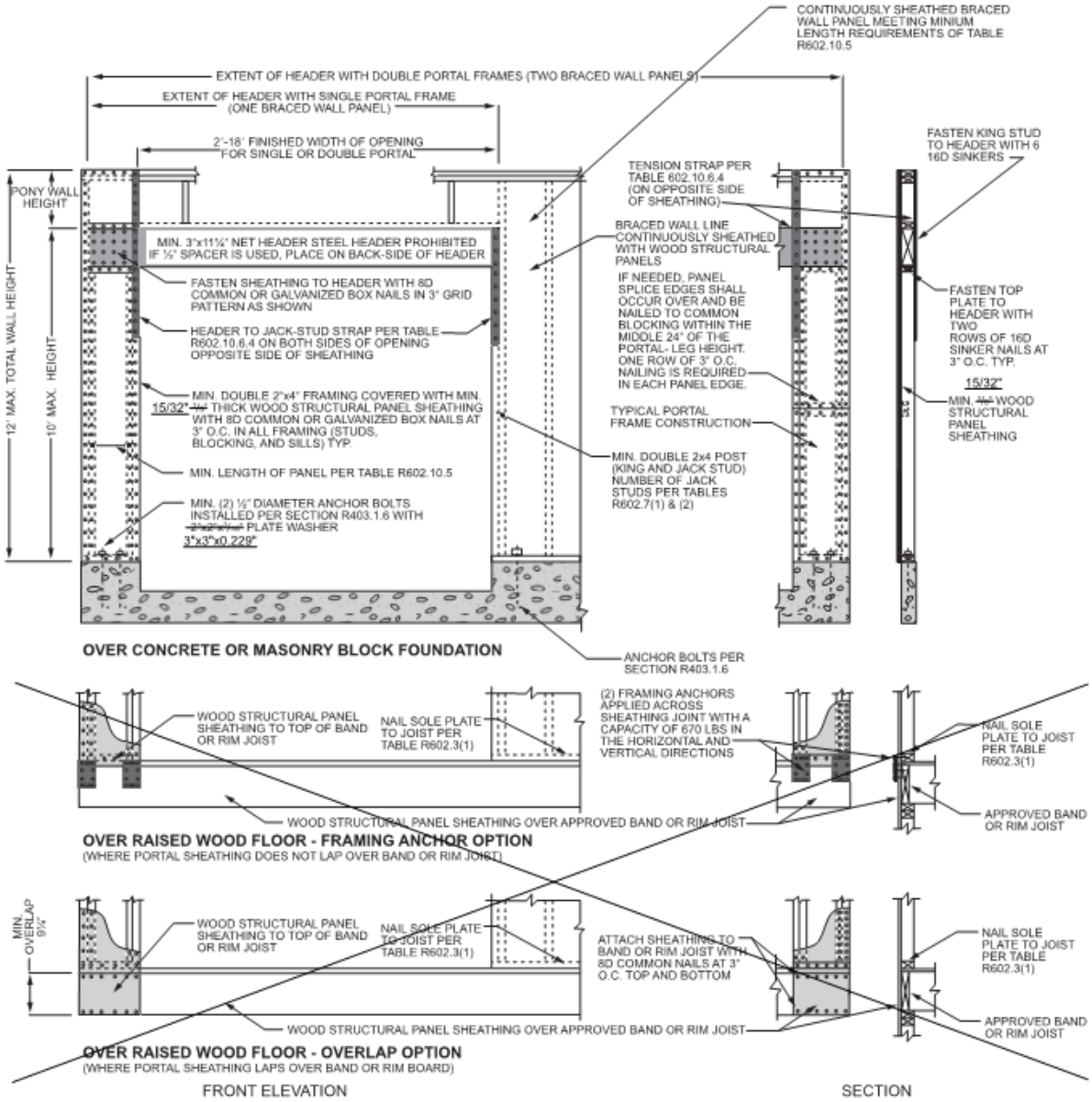
“



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.2
METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS
AT DETACHED GARAGE DOOR OPENINGS

9-1-2R-R602.10.6.4: METHOD CS-PF:
Figure R602.10.6.4 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:
“



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4
METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

”

9-1-2R-R606.12.2.2.3: REINFORCEMENT REQUIREMENTS FOR MASONRY ELEMENTS:
Section R606.12.2.2.3 of Chapter 6, Part 2.5 of the CBC is amended and restated as follows:

"**R606.12.2.2.3 Reinforcement requirements for masonry elements.** Masonry elements listed in Section R606.12.2.2.2 shall be reinforced in either the horizontal or vertical direction as shown in Figure R606.11(2) and in accordance with the following:

1. Horizontal reinforcement. Horizontal joint reinforcement shall consist of at least one No. 4 bar spaced not more than 48 inches (1219 mm). Horizontal reinforcement shall be provided within 16 inches (406 mm) of the top and bottom of these masonry elements.
2. Vertical reinforcement. Vertical reinforcement shall consist of at least one No. 4 bar spaced not more than 48 inches (1219 mm). Vertical reinforcement shall be within 8 inches (203 mm) of the ends of masonry walls."

9-1-2R-R703.6: WOOD SHAKES AND SHINGLES:
Section R703.6 (including R703.6.1, R703.6.2, and R703.6.3) of Chapter 7, Part 2.5 of the CBC is deleted in its entirety and replaced with the following:

"**R703.6.1 Wood shakes and shingles.**
No wood shakes or wood shingles shall be installed as an exterior wall covering on any new or existing building or structure. No wood board, hardboard, or engineered wood siding, pressure-treated wood, intumescent paints, and other protective coatings shall be installed as an exterior wall covering on any new or existing building or structure in the Burbank Fire Hazard Severity Zones.

EXCEPTIONS: The following types of siding may be used:
1. Fiber-Cement siding with a Class A fire rating.
2. Vinyl siding with a Class A fire rating. Such vinyl siding shall be installed over one layer of Type X gypsum board with a minimum thickness of 1/2".
3. Alternate siding materials may be approved by the Building Official and Fire Chief in accordance with Section 104.11 of the California Building Code.

R703.6.2 Existing Wood Exterior Repairs.
Burbank Municipal Code Section 9-1-2R-R703.6.1 shall not apply:

1. When an existing building or structure with a wood exterior wall covering is subject to wood shake or wood shingle installation, addition, repair, alteration or replacement of less than 25 percent of the existing building or structure's wood exterior wall covering area over the life of the building commencing on or

after the effective date of this ordinance, as long as that existing building or structure with a wood exterior wall covering is located outside of the Burbank Fire Hazard Severity Zones. No exterior repairs or installations shall be allowed in the Burbank Fire Hazard Severity Zones.

2. When an existing building or structure with a wood exterior wall covering is subject to wood shake or wood shingle installation, addition, repair, alteration or replacement of 25 percent or more of the existing building or structure's wood exterior wall covering area over the life of the building commencing on or after the effective date of this ordinance, as long as that existing building or structure with a wood exterior wall covering is located outside of the Burbank Fire Hazard Severity Zones. In such circumstances, if the building or structure is located in a commercial or industrial zone, pressure-treated wood shakes or pressure-treated wood shingles with a Class B rating shall be used with a one-hour wall and in all other areas of the City, pressure-treated wood shakes or pressure-treated wood shingles with a Class C rating shall be used with a one-hour wall. For the purposes of this ordinance, 25 percent of the area of wood exterior wall covering shall be calculated from the area of the wood exterior wall covering existing on the effective date of this ordinance. No wood exterior repairs or installations shall be allowed in the Burbank Fire Hazard Severity Zones."

9-1-2R-R803.2.4: OPENINGS IN HORIZONTAL DIAPHRAGMS.
The following section is added to Chapter 8, Part 2.5 of the CBC:

"**R803.2.4 Openings in horizontal diaphragms**. Openings in horizontal diaphragms shall conform with Section R503.2.4."

9-1-2R-R806.5: UNVENTED ATTIC AND UNVENTED ENCLOSED RAFTER ASSEMBLIES:
Subsection 3 of Section R806.5 of Chapter 8, Part 2.5 of the CBC is amended and restated as follows:

"3. No wood roof covering shall be installed on any new or existing building or structure."

9-1-2R-R902.2: FIRE-RETARDANT-TREATED SHINGLES AND SHAKES:
Section R902.2 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

"**R902.2 Fire-retardant-treated shingles and shakes.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2R-R905.7: WOOD SHINGLES:
Section R905.7 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

"**R905.7 Wood shingles.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2R-R905.8: WOOD SHAKES:
Section R905.8 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

> "**R905.8 Wood shakes.** No wood roof covering shall be installed on any new or existing building or structure."

9-1-2R-R908.4: ROOF RECOVER:
Subsection 3 of Section R908.4 of Chapter 9, Part 2.5 of the CBC is not adopted.

Section R908.4, Exception 2 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

> "2. Where the existing roof covering is slate, clay, cement, asbestos-cement tile, wood shake or wood shingle."

9-1-2R-R908.4.1: ROOF RECOVERING OVER WOOD SHINGLES OR SHAKES:
Section R908.4.1 of Chapter 9, Part 2.5 of the CBC is amended and restated as follows:

> "**R908.4.1 Roof recovering over wood shingles or shakes.** No roof covering shall be applied over existing wood shakes or wood shingles. When a roof has two or more layers of roof covering, any of which is wood shake or wood shingle, all layers shall be completely removed before applying a new roof covering. Existing roof recovering over wood shakes or wood shingles shall be removed and replaced no later than August 14, 2020."

ARTICLE 3. CALIFORNIA ELECTRICAL CODE

9-1-3: ADOPTION OF 2025 CALIFORNIA ELECTRICAL CODE:
Part 3 of Title 24 of the California Code of Regulations, also known as the "California Electrical Code," which is part of the California Building Standards Code, 2025 Edition, together with Annexes C and I, as adopted by the California Building Standards Commission and the National Fire Protection Association is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

9-1-3-80.97: ELECTRIC VEHICLE CHARGING STATION EXPEDITED REVIEW PROCESS:

A. PURPOSE.
The purpose of this Ordinance is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Ordinance is also purposed to comply with California Government Code Section 65850.7.

B. DEFINITIONS.

The following words and phrases as used in this section are defined as follows:

(1) “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(2) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date of the application was deemed complete.

(3) “Electronic submittal” means the utilization of one or more of the following:

a. e-mail

b. the internet

C. EXPEDITED PERMITTING PROCESS.

Section 65850.7 of the California Government Code provides that in developing an expedited permitting process, the City shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. The Building Official is hereby authorized and directed to develop and adopt such checklist. The expedited, streamlined permitting process and checklist incorporates the recommendations contained in the most current version (which may change from time to time) of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” as published by the Governor’s Office of Planning and Research. The checklist shall be published on the City’s website.

D. PERMIT APPLICATION PROCESSING.

1. As part of the permit application submittal, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.
2. The application shall demonstrate compliance with Burbank Water and Power’s (BWP) interconnection policies.
3. A permit application that satisfies the information requirements in the City’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist; is consistent with all applicable laws and health and safety standards; and demonstrates compliance with BWP’s interconnection policies, then the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary non-discretionary permits. Such approval does not

authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by BWP. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

4. Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

E. TECHNICAL REVIEW.

1. It is the intent of this ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this section, the City may require the applicant to apply for a use permit. A decision affecting review of the use permit is appealable to the Community Development Director. A decision by the Community Development Director may be appealed to the Planning Board.
2. In technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

F. ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS.

1. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission or BWP regarding safety and reliability.
2. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.
3. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
4. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential

Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

9-1-3-80.99: SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM REVIEW PROCESS:

A. The following words and phrases as used in this section are defined as follows:
"Electronic submittal" means the utilization of one or more of the following:
1. e-mail
2. the internet

"Small residential rooftop solar energy system" means all of the following:
1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

"Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time, but shall mean until that time either of the following:
1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

B. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The Building Official is hereby authorized and directed to develop and adopt such checklist.

C. The checklist shall be published on the City's internet website. The applicant may submit the permit application and associated documentation to the City's Building Division by personal or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature.

D. Prior to submitting an application, the applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

E. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the Building Official and a Fire Official. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.

F. An application that satisfies the information requirements in the checklist, as determined by the Building Official, shall be deemed complete. Upon receipt of an incomplete application, the Building Official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

G. Upon confirmation by the Building Official of the application and supporting documentation being complete and meeting the requirements of the checklist, the Building Official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the Burbank Water and Power Department's electricity grid. The applicant is responsible for obtaining such approval or permission from the Burbank Water and Power Department.

ARTICLE 4. CALIFORNIA MECHANICAL CODE

9-1-4: ADOPTION OF 2025 CALIFORNIA MECHANICAL CODE:

Part 4 of Title 24 of the California Code of Regulations, also known as the “California Mechanical Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission and the International Association of Mechanical and Plumbing Officials is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

ARTICLE 5. CALIFORNIA PLUMBING CODE

9-1-5: ADOPTION OF 2025 CALIFORNIA PLUMBING CODE:
Part 5 of Title 24 of the California Code of Regulations, also known as the “California Plumbing Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission and the International Association of Plumbing and Mechanical Officials is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

ARTICLE 6. CALIFORNIA ENERGY CODE

9-1-6: ADOPTION OF 2025 CALIFORNIA ENERGY CODE

Part 6 of Title 24 of the California Code of Regulations, also known as the “California Energy Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Energy Commission and the California Building Standards Commission, is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

ARTICLE 7. CALIFORNIA WILDLAND-URBAN INTERFACE CODE

9-1-7: ADOPTION OF 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE

Part 7 of Title 24 of the California Code of Regulations, also known as the "California Wildland-Urban Interface Code," which is part of the California Building Standards Code, 2025 Edition, together with Appendix A as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-7-302.1.1: ESTABLISHMENT OF THE BURBANK FIRE HAZARD SEVERITY ZONES

The following section is added to Chapter 3 of the California Wildland-Urban Interface Code (Part 7) to read as follows:

> **"302.1.1 Establishment of the Burbank Fire Hazard Severity Zones**. For the purposes of the Burbank Wildland-Urban Interface Code, the Burbank Fire Hazard Severity Zones are hereby established. The designated fire zones have been reclassified into three severity levels: Moderate, High, and Very High. The boundaries of the Burbank Severity Zones are shown on a map designated "Burbank Very High, High, and Moderate Fire Hazard Severity Zones" consisting of one sheet on file in the Office of the Fire Official, which map, together with any amendments thereto, hereby adopted and made a part of the Burbank Wildland-Urbank Interface Code.
>
> Any future amendments or modifications to any severity zone map by the California Department of Forestry and Fire Protection (CAL FIRE), Office of the State Fire Marshal (OSFM) may be adopted by Resolution by the City Council and incorporated herein."

9-1-7-604.3.1: FIRE HAZARD REDUCTION IN FIRE HAZARD SEVERITY ZONES:

The following section is added to Chapter 6, Part 7 of the CBSC:

> **"604.3.1 Fire hazard reduction in Fire Hazard Severity Zones.**
>
> A. General brush removal. Cut or uncut weeds, grass, vines, palm fronds, and other vegetation shall be removed as set forth herein. Additional areas may be requested to be cleared if determined by the Fire Code Official to be a fire hazard. When the Fire Code Official determines that total removal of growth is impractical due to size or environmental factors, approved fuel breaks shall be established. Designated areas shall be cleared of combustible vegetation to establish the fuel breaks.
>
> B. Specific requirements. Each person who has any ownership or possessory interest in, or control of, a parcel of land shall:
>
> 1. Maintain CLEARANCE: 0 - 100 Feet

a. Remove from the property all dead trees and maintain all weeds and other vegetation at a height of no more than three inches, except as otherwise provided therein, if such weeds or other vegetation are within 100 feet of a building or structure located on such property or on adjacent property. This requirement does not apply to the maintenance of trees, ornamental shrubbery, or plants which are used as ground cover provided such do not provide a ready fuel supply to augment the spread or intensity of a fire.
b. Native shrubs may remain provided such shrubs are trimmed up from the ground to one-third of their height, do not exceed 216 cubic feet in volume, are spaced at a distance of not less than three times their maximum diameter but not less than 18 feet from the edge of any other native shrub, building, or structure, and all dead wood and other combustible material within 18 feet of such shrubs are removed except as provided above.
c. Maintain trees which are 18 feet or more in height and are within 100 feet of any building or structure or within 10 feet of that portion of any highway, street, alley, or driveway which is improved or used for vehicle travel or other vehicular purposes, so that no leafy foliage, twigs, or branches are within six feet of the ground. Trees and shrubs less than 18 feet shall be trimmed up 1/3 of their height.
d. Remove any portion of a tree which extends within 10 feet of the outlet of a chimney or stovepipe.
e. Keep all trees, shrubs, and other growing vegetation or portions thereof adjacent to or overhanging any building or structure free of dead limbs, dead palm fronds, branches, and other combustible matter.
f. Maintain five feet of vertical clearance between roof surfaces and portions of trees overhanging any building or structure.
g. Remove dead palm fronds on all palm trees.
h. Maintain the roofs of all buildings or structures free of leaves, needles, twigs, and other combustible matter.
i. Maintain all weeds and other vegetation located within 10 feet of any combustible fence or an edge of that portion of any highway, street, alley, or driveway improved or used for vehicular travel or for other vehicular purposes at a height of not more than three inches. This shall not require the removal of trees, ornamental shrubbery, or plants which are used as ground cover, provided such do not provide a ready fuel supply to augment the spread or intensity of a fire, nor require the removal of native shrubs which meet the requirements set forth in section (b).
j. Maintain all landscape vegetation, including, but not limited to conifers (e.g., cedar, cypress, fir, juniper, and pine), eucalyptus, acacia, palm, and pampas grass in such a condition as not to provide an available fuel supply to augment the spread or intensity of a fire.

k. Remove and/or safely dispose of all cut vegetation and hazardous refuse.

l. Burbank Fire Department personnel may introduce greater protection levels in high danger areas. In cases where difficult terrain, danger, erosion or unusual circumstances make compliance impractical, the Burbank Fire Department may suspend or adjust the requirements.

2. Maintain CLEARANCE: 100 - 200 Feet.
(Fuel Modification Zone):
An additional 100 feet of clearance measured from a building or structure located on such property or on adjacent property, is also required by the Fire Department for a total clearance of 200 feet. The native brush in this zone shall be reduced by 50 percent. Sumac clusters shall be reduced leopard spot style and meet the requirements outlined in section (b). The brush may be cut, chipped, or chopped to lay flat and may be left on the site to a maximum depth of 6". Clearance must conform to California Fair Plan Standards."

C. Additional Requirements: The provisions of this section shall apply to brush clearance operations conducted within the Burbank Fire Hazard Severity Zones:

1. Use of metal cutting blades for grass or brush clearance shall be limited to those which are non-ferrous or non-sparking.
2. Brush clearance cannot be done on red flag days, when fire weather conditions are at their peak.
3. Individuals engaged in brush clearance operations shall not engage in any other activities during their actual clearance of grass or brush.
4. An approved fire extinguisher, or a pressurized garden hose with attached nozzle shall be within 10 feet of any grass or brush clearance operation, to quickly extinguish a small fire before it burns out of control.
5. A cell phone capable of dialing 9-1-1 shall be charged and readily accessible to the grass or brush clearance operation.

9-1-7-604.3.2: ENFORCEMENT:

The following section is added to Chapter 6, Part 7 of the CBSC:

"**604.3.2 Enforcement.** The Fire Code Official is authorized to administer and enforce the provisions of Section 604.3. Property owners will be notified and provided reasonable time frames to comply. Failure to comply shall be a violation of this Code and the Government Code 51186 and may result in citation and/or hazard abatement by the City's designated contractor at the property owner's expense.

ARTICLE 8. CALIFORNIA HISTORICAL BUILDING CODE

9-1-8: ADOPTION OF 2025 CALIFORNIA HISTORICAL BUILDING

Part 8 of Title 24 of the California Code of Regulations, also known as the “California Historical Building Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted without local amendments, by the City of Burbank and made a part of this Code.

ARTICLE 9. CALIFORNIA FIRE CODE

9-1-9: ADOPTION OF 2025 CALIFORNIA FIRE CODE:
Part 9 of Title 24 of the California Code of Regulations, also known as the “California Fire Code,” which is part of the California Building Standards Code, 2025 Edition, including the table of contents, all annexes, appendices, and the index, as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-9-100: GENERAL:

A. PUBLIC INSPECTION.

The California Fire Code, and all secondary codes referred to therein are on file and open to public inspection in the office of the Building and Safety Division and the Fire Department.

B. SPECIAL CLIMATIC, GEOGRAPHICAL, TOPOGRAPHICAL, AND ENVIRONMENTAL CONDITIONS.

Certain areas of the City of Burbank are characterized by mountainous hillsides, heavy vegetation, and narrow streets. These conditions, combined with Burbank's climate, exacerbate the potential for fires to spread and require certain amendments to the California Fire Code to ensure the safety of persons and property. In addition, certain modifications are required due to the fact that in many locations in the City, especially in the hillside, there are access and egress problems, which can make a timely emergency response more difficult.
Also, the City requires a higher degree of fire safety due to the fact that the City is within an earthquake zone. In the event of an earthquake, numerous structures in the City could be seriously damaged and emergency response crews would not be available to respond to every incident immediately. Various amendments to the California Fire Code will ensure greater protection from fires which can occur (and if unchecked spread quickly due to the City's density and terrain) in an earthquake. In addition to hazards to structures and persons, the safe storage and disposal of hazardous material could be adversely affected by seismic activity. Similarly, the potential for leaks from storage tanks after a seismic event is great. The modifications will provide higher levels of safety for the public during and immediately after a major earthquake.

Finally, certain other amendments are required because the City is highly urbanized, has dense residential areas, and in some areas has very small residential lots. Furthermore, numerous residential areas are located in close proximity to non-residential uses, such as manufacturing, media and airport uses, all of which present special and unique hazards. The density of the City and the

proximity of residential uses to other uses requires additional safeguards to protect life and property of the residents, employees and visitors of the City.
The Council hereby finds that it is reasonably necessary to make certain changes or modifications in the California Fire Code as adopted by the California Building Standards Commission based on the 2024 International Fire Code, and that such changes and modifications are reasonably necessary because of climatic, geographical, topographical, or environmental conditions which pertain to the City of Burbank. Such changes and modifications are herein more particularly set forth in this Article.

C. SHORT TITLE.
In this chapter and any ordinance or resolution of the City where the phrase "Fire Code" appears, such phrase shall be deemed to refer and apply to the California Fire Code (“CFC”) which is described and referred to in the preceding section, as the same is amended by this Article.

D. NUMBERING OF CODE.
In order to provide consistency between this article and the provisions of the California Fire Code the section, subsection, and paragraph numbers or designations of the California Fire Code shall be retained in this article and shall be preceded by the prefix "9-1-9". The 9 refers to this Title, the number 1 refers to this Chapter and the second number 9 refers to this Article. The subsequent numbers and decimal points are the section and subsection designations used in or added to the California Fire Code.

9-1-9-104.6.1: APPEAL TO FIRE CODE OFFICIAL:
The following section is added to Chapter 1, Part 9 of the CFC:

“**104.10.1.1 Appeal to Fire Code Official.** Whenever an Order or Notice issued or served under this Code is signed by a member of the fire department, the owner or occupant or other person served may appeal to the Fire Code Official within five (5) days from the time of service, exclusive of Saturdays, Sundays, or holidays. The Fire Code Official shall review such Order or Notice and render a decision within seven (7) days from the review or hearing of the appeal. The Fire Code Official may affirm or revoke the Notice or may extend the time fixed for compliance. Unless revoked, the Order of Notice shall remain in full force and effect and shall be complied with within the time originally fixed, or if an extension is granted, within the time prescribed in the extension.”

9-1-9-104.10.2: INVESTIGATIONS:
The following section is added to Chapter 1, Part 9 of the CFC:

“**104.10.2 Investigations.** The Fire Department shall promptly investigate the cause, origin and circumstances of each and every fire occurring in the City involving loss of life or injury to person or destruction or damage to property. If it appears that such fire is of suspicious origin, the fire department is authorized to

take immediate charge of all physical evidence relating to the cause of the fire and is authorized to pursue the investigation to its conclusion.

The Fire Department shall investigate the cause, origin and circumstances of unauthorized releases of hazardous materials."

9-1-9-104.11.4: FIRE PREVENTION BUREAU PERSONNEL AND POLICE:
The following section is added to Chapter 1, Part 9 of the CFC:

"**104.11.4 Fire prevention bureau personnel and police.** Members of the Fire Department may act as peace officers only as permitted by Section 830.37 of the California Penal Code. All members of the Fire Department at the rank of Captain and above; and all members of the Fire Prevention Bureau who are peace officers as defined in Section 830.37 of the Penal Code and members who have been designated by the Fire Code Official as arson investigators and who have satisfactorily completed the courses of training required by Section 832 of the Penal Code are designated as peace officers. Fire Captains assigned to the arson investigation unit are authorized to carry a fire arm with permission of the Fire Chief, while engaged as a member of an arson investigating unit, regularly employed and paid as such, in the detection and apprehension of persons who have violated or who are suspected of having violated any fire law, or while exclusively engaged in the enforcement of laws relating to fire prevention and fire suppression, provided such practice is in compliance with current applicable state laws and City Policy.

When requested to do so by the Fire Code Official, the Chief of Police is authorized to assign such available police officers as necessary to assist the fire department in enforcing the provisions of this code."

9-1-9-104.11.5: COST OF EMERGENCY RESPONSE:
The following section is added to Chapter 1, Part 9 of the CFC:

"**104.11.5 Cost of emergency response.** Any person owning or maintaining any occupancy, premises, or vehicle subject to this Code, who negligently or intentionally causes a fire or fire hazard resulting in an appropriate emergency response, which had been previously ordered abated by the Fire Code Official, is liable for all costs of the emergency response to the incident, as set forth in the Burbank Fee Resolution."

9-1-9-105.5.5.1: PARADE FLOATS:
The following section is added to Chapter 1, Part 9 of the CFC:

"**105.5.5.1 Parade floats.** A permit is required to use a parade float for public performance, presentation, spectacle, entertainment, or parade. See Chapter 3 of the CFC."

9-1-9-105.5.6.1: CELLULOSE NITRATE STORAGE:

The following section is added to Chapter 1, Part 9 of the CFC:

"**105.5.6.1 Cellulose nitrate storage.** A permit is required to store or handle more than 25 pounds (11.3 kg) of cellulose nitrate plastic (pyroxylin) for the manufacturing or assembly of articles or parts of articles containing cellulose nitrate plastics (pyroxylin). See Chapter 3 of the CFC."

9-1-9-105.6: REQUIRED CONSTRUCTION PERMITS:
Section 105.6 of Chapter 1, Part 9 of the CFC is amended and restated as follows:

"**105.6 Required construction permits.** The Fire Code Official is authorized to issue construction permits for work as set forth in Sections 105.6.1 through 105.6.26."

9-1-9-105.6.26: OTHER:
The following section is added to Chapter 1, Part 9 of the CFC:

"**105.6.26 Other.** Any permit required by the Fire Code Official and not otherwise covered above."

9-1-9-108.2.1: PERMIT FEES:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.1 Permit fees.** It shall be unlawful for any person, group, firm, or corporation to use a building or premises or engage in any activities for which a permit is required by this Code without first having obtained such permit. Permits are obtained from the Bureau of Fire Prevention. Any person required by this Code to have a permit shall apply for such permit and shall pay a fee as designated in the Burbank Fee Resolution. Unless otherwise specified, such fee shall be paid annually on the first day of the month in which such permit application was first made. Failure to comply with this section shall be a misdemeanor."

9-1-9-108.2.1.1 PERMIT FEE EXEMPTIONS:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.1.1 Permit fee exemptions.**

A. GOVERNMENT FEE EXEMPTION.
The City of Burbank, the County of Los Angeles, the Burbank Unified School District, and/or any department or office thereof are exempt from paying a permit fee for any activity, operation practice or function requiring a permit under Section 105 of the California Fire Code.

B. NON-PROFIT ORGANIZATION FEE EXEMPTIONS.
Any charitable, educational, religious, or other non-profit benevolent institution is exempt from paying a permit fee for the following activities, provided the net

proceeds, if any, of such activity are to be used exclusively for charitable, educational, religious, benevolent, or civic purposes:

1. Carnivals and fairs.
2. Temporary placement of displays in a covered mall.
3. Parade floats."

9-1-9-108.2.2 INSPECTION FEE:
The following subsection is added to Chapter 1, Part 9 of the CFC:

108.2.2 Inspection Fee. Fire and life safety plan check permit fees (Form FD4) cover three on-site inspections. When more than three inspections are required for the same inspection, an inspection fee will be charged as set forth in the Burbank Fee Resolution for each hour or portion of an hour required for additional inspections needed to gain compliance. Records of inspections and determination of billing hours will be completed by the inspector."

9-1-9-108.2.3: AUTOMATIC ADJUSTMENT OF FEES:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.3 Automatic adjustment of fees.** Fees and charges imposed pursuant to this article, as set forth in the Burbank Fee Resolution, shall be adjusted annually on the first day of July. The annual adjustment shall be made by adjusting all the current fees required in this article by a percentage equal to the inflation rate for the prior year for construction costs as determined by the Building Official on December 31st of each calendar year. The Building Official's determination shall be based upon the Engineering News Record, Construction Cost Index for the calendar year as of December 31st.

9-1-9-108.2.3.1: EXCEPTION: ACTION BY COUNCIL:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.3.1 Exception: action by Council.** Nothing in this section shall prevent the Burbank City Council from making rate and fee adjustments greater or less than indicated by the above calculation."

9-1-9-108.2.4: AUTOMATIC ADJUSTMENT FOR UNDERGROUND TANK FEES:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.4 Automatic adjustment for underground tank fees.** Fees and charges relating to underground tanks as designated in the Burbank Fee Resolution shall be updated and changed annually on the first day of July each year beginning January 1, 1991, by an adjustment as set forth in this section.
An automatic adjustment, as provided for in the fee resolution, shall not become effective until the thirty-first (31st) day after the Fire Code Official has provided the Council with written notification of such adjustment. The Fire Code Official shall file

with the City Clerk, a certification, in a form approved by the City Attorney, demonstrating compliance with this subsection."

9-1-9-108.2.4.1: ANNUAL ADJUSTMENT:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.4.1 Annual adjustment.** The annual adjustment shall be made by multiplying the underground tank related fees in the Burbank Fee Resolution by the Los Angeles/Riverside/Orange County, California Consumer Price Index (CPI) for all urban consumers of the preceding February and by dividing the result of said multiplication by the same index of the February of the previous year, as reported by the CPI detail report, Bureau of Labor Statistics."

9-1-9-108.2.4.2: EXCEPTION: ACTION BY COUNCIL:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.2.4.2 Exception: Action by Council.** Nothing in this section shall prevent the Burbank City Council from making rate and fee adjustments greater or less than indicated by the above calculation. An automatic adjustment, as provided for in the fee resolution, shall not become effective until the thirty-first (31st) day after the Fire Code Official has provided the Council with written notification of such adjustment. The Fire Code Official shall file with the City Clerk, a certification, in a form approved by the City Attorney, demonstrating compliance with this subsection."

9-1-9-108.4.1: INVESTIGATION FEES: WORK WITHOUT A PERMIT:
The following section is added to Chapter 1, Part 9 of the CFC:

"**108.4.1 Investigation fees: work without a permit.**

A. INVESTIGATION.
Whenever any work, operation, or action for which a permit is required by this Code has commenced without first obtaining said permit, the work, operation, or action shall cease, and a special investigation shall be made before a permit may be issued for such work.

B. FEE.
An investigation fee in an amount designated in the Burbank Fee Resolution and may be amended by the Council from time to time, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued."

9-1-9-109.2.3: SELF-INSPECTION:
The following section is added to Chapter 1, Part 9 of the CFC:

"**109.2.3 Self-inspection.** Self-inspection programs may be developed, implemented, and enforced as determined necessary by the Fire Code Official.

Compliance with self-inspection program requirements, including completing and returning all forms within 30 days, shall be mandatory and subject to penalties for non-compliance."

9-1-9-112.5: BOARD OF BUILDING AND FIRE CODE APPEALS:
The following section is added to Chapter 1, Part 9 of the CFC:

"**112.5 Board of Building and Fire Code Appeals.** Any person aggrieved by a decision of the Fire Code Official pertaining to suitability of alternate materials, types of construction, or interpretation of the Fire Code may appeal to the Board of Building and Fire Code Appeals by filing a written notice with the Fire Code Official which must state briefly therein the grounds for appeal. The Fire Code Official decisions are not appealable where those decisions are clearly supported by the Code. The Fire Code Official shall fix a time and place for hearing such appeal within sixty (60) days from the date notice of appeal was filed and shall give not less than five (5) days' notice thereof to appellant and to each member of the Board. No notice of appeal shall be accepted unless the appellant first pays to the Fire Code Official the fee as designated in the Burbank Fee Resolution for filing such appeal. The decision of the Board shall be final and conclusive. Within seven (7) days thereafter, exclusive of Saturday, Sunday, and holidays, the Fire Code Official shall give notice of the decision to the appellant.

9-1-9-113.4.2: CODE VIOLATION INSPECTION FEE:
The following section is added to Chapter 1, Part 9 of the CFC:

"**113.4.2 Code violation inspection fee.** When compliance for a code violation is not completed within three inspections, an inspection fee as set forth in the Burbank Fee Resolution shall be charged for each hour or any portion of an hour required for additional inspections needed to gain compliance. Records of inspections and determination of billing hours will be completed by the inspector."

9-1-9-115.1.3: WARNING SIGNS:
The following section is added to Chapter 1, Part 9 of the CFC:

"**115.1.3 Warning signs.** Whenever the Fire Code Official shall determine that warning signs are required in the protection of persons or property from injury due to unauthorized entry into fire or explosion damaged buildings, the Fire Code Official shall order such buildings adequately posted with signs reading, "DANGER FIRE-DAMAGED BUILDING, KEEP OUT." It shall be unlawful for any person to enter or remain within any such posted damaged building, except that the occupants/owners of the building or of any materials or equipment therein, their authorized representatives or invitees, public officers acting in the course of duty, and representatives of public or private utilities, shall be exempt from the provisions of this section."

9-1-9-202: DEFINITIONS:
Section 202 of Chapter 2, Part 9 of the CFC is amended by adding the following definitions:

HIGH-RISE BUILDING: Is a building having floors used for human occupancy located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, as measured from the walking surface of the highest human occupied floor to the surface of the lowest fire department access road complying with Chapter 5 of the 2025 California Fire Code.

EXCEPTIONS:
1. Health Facility as defined in Section 1250 of the Health and Safety Code.
2. Buildings used exclusively as open parking garages.
3. Buildings where all floors above 75 foot (22 860 mm) level are used exclusively as open parking garages.
4. Floors of buildings used exclusively as open parking garages and located above all other floors used for human occupancy.
5. Buildings such as power plants, lookout towers, steeples, grain houses, and similar structures with non-continuous human occupancy, when approved.
6. Buildings used exclusively for jails and prisons.

MID-RISE BUILDING: Is a building having floors used for human occupancy located more than 35 feet (10 668 mm), but less than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, as measured from the walking surface of the highest human occupied floor to the surface of the lowest fire department access road complying with Chapter 5 of the 2025 California Fire Code.

EXCEPTIONS: See the list of exceptions under High-Rise Building.

9-1-9-304.1.2.1: PREMISES MAINTENANCE:
The following section is added to Chapter 3, Part 9 of the CFC:

"304.1.2.1 Premises maintenance. All exterior property and premises, and the interior of every structure, shall be maintained in a clean and safe condition and kept free from any accumulation of rubbish or garbage. The interior shall be maintained so as not to impede the egress of occupants, endanger other structures because of excessive, improper, or unapproved fire loading or storage practices or endanger firefighters who respond to an emergency therein."

9-1-9-307.1.1.1: OPEN BURNING GENERAL:
The following section is added to Chapter 3, Part 9 of the CFC:

"**307.1.1.1 Open burning general.** The Fire Code Official is authorized to issue a permit for open burning only for the following purposes and subject to the provisions hereinafter set forth:

a. The prevention or removal of a fire hazard which cannot be abated by any other means, restricted to the hours of six (6) a.m. to twelve (12) noon of any day.
b. City lot burning crews operating under the authority of the Public Works Director.
c. The instruction of public employees in the methods of fighting fire.
d. On property used for commercial/industrial purposes for the instruction of employees in the methods of fighting fire.
e. For public or private gatherings under the legitimate sponsorship of civic, fraternal, religious, or other similar organizations.
f. Permits to burn must comply with regulations of the South Coast Air Quality Management District."

9-1-9-307.1.1.2: STARLIGHT AMPHITHEATER - OPEN FLAMES AND BURNING PROHIBITED:
The following section is added to Chapter 3, Part 9 of the CFC:

"**307.1.1.2 Starlight amphitheater - open flames and burning prohibited.** No person shall light a flame or cause the combustion of any flammable substance or matter at any time at or on the premises of the Starlight Amphitheater.

EXCEPTION: Areas which have been designated as approved for smoking by the Fire Code Official."

9-1-9-315.1.1: CORRECTIVE ACTIONS:
The following section is added to Chapter 3, Part 9 of the CFC:

"315.1.1: Corrective actions. The Fire Code Official may give notice to the owner of the property upon which conditions regulated by Section 315 of the 2025 CFC exist to correct such condition. If the owner fails to correct such condition, the Fire Code Official may cause the same to be done and make the expense of such correction a lien upon the property upon which such condition exists in the manner and under the procedures provided in Article 2 of Title 4 Chapter 2 of the Burbank Municipal Code."

9-1-9-401.3.3.1: REPORTING EMERGENCIES:
The following section is added to Chapter 4, Part 9 of the CFC:

"**401.3.3.1 Reporting emergencies.** In the event a fire occurs, a fire alarm is activated, or the discovery of a fire, smoke or unauthorized release of flammable or hazardous materials on any property occurs, the owner or occupant shall without delay report such condition to the Fire Department."

9-1-9-403.11.1(a): REQUIREMENTS FOR PUBLIC SAFETY:
The following section is added to Chapter 4, Part 9 of the CFC:

"**403.11.1(a) Requirements for public safety.** When necessary for the preservation of life or property, the Fire Code Official is authorized to assign a Fire Safety Officer(s) (FSO) and/or fire apparatus equipment on a case-by-case basis."

9-1-9-503.1.2.1: HIGH-RISE AND MID-RISE BUILDINGS:
The following section is added to Chapter 5, Part 9 of the CFC:

"**503.1.2.1 High-rise and mid-rise buildings.** High-rise and Mid-rise buildings shall be accessible on a minimum of two sides. Roadway distance to building shall be not less than 15 feet or more than 30 feet from the building in accordance with Appendix D. Landscaping or other obstructions shall not be placed or maintained around structures in a manner so as to impair or impede accessibility for firefighting and rescue operations."

9-1-9-503.2.1.1: FIRE APPARATUS ACCESS ROADS:
The following section is added to Chapter 5, Part 9 of the CFC:

"**503.2.1.1: Fire Apparatus Access Roads.** Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm)."

9-1-9-505.1.1: RESIDENTIAL BUILDING IDENTIFICATION:
The following section is added to Chapter 5, Part 9 of the CFC:

"**505.1.1 Residential building identification.**
A. STREET NUMBER.
All residential structures shall display a street number in a prominent position so that it shall be easily visible from the street. The numbers shall be at least four (4) inches in height, of a color contrasting to the background and located so they may be clearly seen and read. If the structure has rear vehicle access, numbers shall be placed there as well. The Fire or Police departments may require the size of the numbers to be increased or provided in additional locations if the distance from or orientation to the street limits visibility.

B. PLOT PLAN.
At each entrance to a multiple-family dwelling complex of a private residential community which has ten (10) or more units, there shall be an illuminated diagrammatic representation (plot plan) of the complex which shows the location of the viewer and the building units within the complex. The diagrammatic representation shall be drawn to one-eighth (1/8) inch scale or larger and shall not be less than eight and one-half (8 1/2) inches by eleven (11) inches and shall have

all weather-exposed surfaces treated to prevent damage from the sun, wind and rain.

C. IDENTIFYING FACTOR.
In multiple-family dwelling complexes which have ten (10) or more units, any building having separate identifying factor, other than the street number shall be clearly identified in the manner described in this article. Each individual unit of residence shall have a unit identifying number, letter or combination thereof displayed upon the door.

D. NUMBERING.
Buildings shall be numbered with the approval of the enforcing authority. This section shall not prevent supplementary numbering such as reflective numbers on the street curbs or decorative numbering, but this shall be considered supplemental only and shall not satisfy the requirements of this section.

E. MAPS.
Maps of multiple-family dwelling complexes shall be furnished to the fire department upon completion of construction. The maps shall include building identification and unit identification."

9-1-9-505.1.2: COMMERCIAL BUILDING IDENTIFICATION:
The following section is added to Chapter 5, Part 9 of the CFC:

"**505.1.2 Commercial building identification.**
A. STREET NUMBER.
All commercial structures shall display a street number in a prominent position so that it shall be easily visible from the street. The numbers shall be at least six (6) inches in height, of a color contrasting to the background and located so they may be clearly seen and read. If the structure has rear vehicle access, numbers shall be placed there as well. The Fire or Police Departments may require the size of the numbers to be increased or provided in additional locations if the distance from or orientation to the street limits visibility.

B. IDENTIFYING FACTOR.
In commercial complexes, any building having a separate identifying factor, other than the street number shall be clearly identified in the manner described in this article. Each individual unit shall have a unit identifying number, letter or combination thereof displayed upon the door.

C. NUMBERING.
Buildings shall be numbered with the approval of the enforcing authority. The section shall not prevent supplementary numbering such as reflective numbers on street curbs or decorative numbering but this shall be considered supplemental only and shall not satisfy the requirements of this section.

D. MAPS.
Maps of commercial complexes shall be furnished to the fire department upon completion of construction. The maps shall include building identification and unit identification."

9-1-9-505.1.3: PREMISES IDENTIFICATION:
The following section is added to Chapter 5, Part 9 of the CFC:

"**505.1.3 Premises identification.** Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property and from the alley or rear access way to the property. Numbers/addresses on residential structures shall be at least four (4) inches (101.6 mm) in height with three-fourths (3/4) inch (19.1 mm) stroke. All other occupancies shall have numbers/addresses a minimum of six (6) inches (152.4 mm) in height with three-fourths (3/4) inches (19.1) stroke. All numbers/address shall contrast with their background."

9-1-9-903.2(a): REQUIRED INSTALLATIONS:
The following section is added to Chapter 9, Part 9 of the CFC:

"**903.2(a) Required installations.** An approved automatic fire sprinkler system shall be installed in all newly constructed occupancies.

EXCEPTION: Existing Group U Division 1 Occupancies, detached less than 500 square feet (4.5 m^2).

For provisions on special hazards and hazardous materials, see Chapters 50 through 67 of the CFC 2025."

9-1-9-903.2(b): SPECIAL PROVISIONS FOR ALL BUILDINGS:
The following section is added to Chapter 9, Part 9 of the CFC:

"**903.2(b) Special provisions for all buildings.** An automatic sprinkler system shall be installed in the following areas of all buildings.

A. At the top of rubbish and linen chutes; in their terminal rooms and all trash enclosures. Chutes extending through three or more floors shall have additional sprinkler heads installed within such chutes at alternate floors. Sprinkler heads shall be accessible for servicing.

B. In rooms where nitrate film is stored or handled.

EXCEPTION: When storage or handling of nitrate film is less than 50 pounds (22.7 kg)/10 standard rolls and stored in an approved cabinet. In protected combustible fiber storage vaults.

C. Existing Buildings.

1. Additions.

If an addition to an existing building causes the total floor area of the entire building to exceed five thousand (5,000) square feet (464.5 m^2), then said entire building shall be protected by an automatic fire sprinkler system. Area separation walls as set forth in the California Building Code shall not be used to reduce allowable floor area for automatic fire sprinkler requirements.

2. Alterations/Repairs.

Any alterations or repairs to an existing building, other than a Group R, that equal or exceed five thousand (5,000) square feet (464.5 m^2), or wherein the costs of such alterations exceed twenty-five percent (25%) of the current replacement value of said building as determined by the most recent Building Valuation Data published by the International Code Council (ICC), then said entire building shall be protected by an automatic fire sprinkler system. All alterations or additions within any such twelve (12) consecutive month period that singularly or in composite exceed said 25% of the current replacement value of said building as determined by the most recent Building Valuation Data published by ICC, then said entire building shall be protected by an automatic fire sprinkler system.

3. R1 - Alterations/Repairs/Additions.

Any alterations or repairs to an existing Group R Division 1 Hotel, apartment, and lodging house, that within any twenty four (24) consecutive month period exceed fifty percent (50%) of the current replacement value of said building, as determined by the most recent Building Valuation Data published by International Code Council (ICC), then said entire building shall be protected by an automatic fire sprinkler system.

4. R3 - Alterations/Repairs.

Any alterations or repairs to an existing Group R Division 3 dwelling that within any twenty four (24) consecutive month period exceed seventy-five percent (75%) of the current replacement value of said building, as determined by the standards approved by the Fire Code Official, then said entire building shall be protected by an automatic fire sprinkler system.

5. Occupancy Change.

Existing and new sections of an existing building for which there is an occupancy classification change to a more restrictive or hazardous use, as determined by the Fire Code Official, shall be protected by an automatic fire sprinkler system."

9-1-9-903.2.8(a): GROUP R OCCUPANCIES:

The following section is added to Chapter 9, Part 9 of the CFC:

"**903.2.8 (a) Group R occupancies.** When a Group R occupancy is required to be protected by an automatic fire sprinkler system, the attic, basement or subterranean space, all restrooms/bathrooms, and attached garage shall be fully covered by such system.

Exception: Where decided by the Fire Code Official; access to the attic, if the basement or subterranean space is restricted and non-accessible for storage or other use, automatic fire sprinklers shall not be required to be provided. HVAC or similar equipment may be enclosed from the remainder of the space with approved fire proof construction and sprinklers provided within the enclosure. The Fire Code Official shall have the authority to require or modify the requirements set forth in this section on a case-by-case basis."

9-1-9-903.4.2.1: SPRINKLER SYSTEM MONITORING AND ALARMS:
The following section is added to Chapter 9, Part 9 of the CFC:

"**903.4.2.1 Sprinkler system monitoring and alarms.**
A. WHERE REQUIRED.
All Valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems shall be electronically monitored by a UL listed company unless otherwise approved by the Fire Code Official, where the number of sprinklers are twenty or more.

Valve monitoring and water-flow alarm and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote station or proprietary monitoring station as defined by NFPA 72 and International Fire Codes and shall sound an audible signal at a constantly attended location.

EXCEPTION: Underground key or hub valves in roadway boxes provided by the municipality or public utility need not be monitored.

B. ALARMS.
An approved audible sprinkler flow alarm shall be provided on the exterior of the building in an approved location. Approved audible and visual sprinkler flow alarms for all occupancies, shall be provided throughout the structure building to notify all occupants. Actuation of the alarm shall be as set forth in NFPA 13 as adopted by California State Fire Marshal.

Exception: Group R Division 3 Occupancies

C. ALARM ACTIVATION - AUTOMATIC FIRE EXTINGUISHING SYSTEMS.
All Automatic Fire Extinguishing Systems shall provide an audible local alarm when activated. If the occupancy has a fire sprinkler alarm, fire alarm or water flow monitoring, the automatic fire extinguishing system shall be tied into said system."

9-1-2-4804.2.1: STUDIO AND STAGE EXIT PERIMETERS:
The following section is added to Chapter 48, Part 9 of the CFC:

"**4804.2.1 Studio and stage exit perimeters.** All studios and stages shall be provided with a clear, unobstructed aisle around the perimeter of not less than 48 inches (1219 mm) wide and a minimum of 84 inches (2134 mm) in height. Aisles shall provide access to exit doors, firefighting equipment and utility controls.
Such aisle shall be clearly marked with a minimum 4 inch (102 mm) wide stripe at the inside edge of the aisle. The total width of the stripe shall be within the required 48 inch (1219 mm) width. The words "FIRE AISLE" shall be painted in a contrasting color every 20 feet (6096 mm) within the perimeter."

9-1-9-5001.5.1(a): UNIFIED HAZARDOUS WASTE AND MATERIALS MANAGEMENT REGULATORY PROGRAM:
The following section is added to Chapter 50, Part 9 of the CFC:

"**5001.5.1(a) Unified hazardous waste and materials management regulatory program.** California Health and Safety Code Section 25404 establishes the Unified Hazardous Waste and Materials Management Regulatory Program requiring consolidation of six environmental programs jointly operated by the County of Los Angeles and the City of Burbank. On December 10, 1996, the Burbank City Council passed and adopted resolution number 24,929, approving an agreement and memorandum of understanding with the County of Los Angeles whereby the County will act as a Certified Unified Program Agency ("CUPA") for the City, and the City will be a participating agency."

9-1-9-5003.3.1.5: HAZARDOUS MATERIALS, RELEASE RESPONSE PLAN, INVENTORY:
The following section is added to Chapter 50, Part 9 of the CFC:

"**5003.3.1.5 Hazardous materials, release response plan, inventory.** The City, pursuant to Section 25502 of the California Health and Safety Code, shall be responsible for the implementation of Chapter 6.95 (commencing with Section 25500) of Division 20 of the California Health and Safety Code and shall have exclusive jurisdiction within the corporate boundaries of the City for the purpose of carrying out such chapter. The Fire Code Official, or the designee of the Fire Code Official, shall be responsible for the administration and enforcement of such chapter. All fees and charges of any kind necessary for the enforcement of such chapter shall be as designated in the Burbank Fee Resolution, as amended from time to time."

9-1-9-5003.3.1.6: EMERGENCY RESPONSE EXPENSES:
The following section is added to Chapter 50, Part 9 of the CFC:

"**5003.3.1.6 Emergency response expenses.** The expenses of an emergency response necessary to protect the public or environment from a real and imminent threat due to a release of a Hazardous Material or substance as defined in this article or the California Health and Safety Code, as well as the cost of cleaning up and disposing of the hazardous materials shall be charged against any person, firm or corporation responsible thereof."

9-1-9-5003.4.1: MATERIAL SAFETY DATA SHEETS:
The following section is added to Chapter 50, Part 9 of the CFC:

"**5003.4.1 Material safety data sheets.** Material Safety Data Sheets (MSDS) shall be readily available on the premises for hazardous materials regulated by this article. The Fire Code Official may require an approved Knox vault, when there is an acutely hazardous material or threshold quantities are met (55 gallons, 200 cubic feet, 500 pounds), to be installed in an approved location which shall contain MSDS sheets, site plans and emergency phone numbers as necessary for that facility."

9-1-9-5608.1(a): PROHIBITION:
The following section is added to Chapter 56, Part 9 of the CFC:

"**5608.1(a) Prohibition.** No person shall manufacture, possess, sell, or discharge fireworks.

EXCEPTION: The use of fireworks for display is allowed as set forth in Section 5608 of the 2025 CFC."

ARTICLE 10. CALIFORNIA EXISTING BUILDING CODE

9-1-10: ADOPTION OF 2025 CALIFORNIA EXISTING BUILDING CODE

Part 10 of Title 24 of the California Code of Regulations, also known as the “California Existing Building Code,” which is part of the California Building Standards Code, 2025 Edition, and Appendices A1, A3, A4, as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted without local amendments by the City of Burbank and made a part of this Code.

ARTICLE 11. CALIFORNIA GREEN BUILDING STANDARDS CODE

DIVISION 1. GREEN BUILDING AND SUSTAINABLE ARCHITECTURE

9-1-11: ADOPTION OF 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE:
Part 11 of Title 24 of the California Code of Regulations, also known as the "California Green Building Standards Code," which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission, is hereby adopted and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

9-1-11-4.509: COOL ROOF FOR REDUCTION OF HEAT ISLAND EFFECT:
The following section is added to Chapter 4, Part 11 of the CBC to read as follows:

"9-1-11-4.509: Cool roof for reduction of heat island effect.
Roofing materials shall comply with the solar reflectance and thermal emittance requirements of this section.
Exceptions:

1. Roof repair
2. Installation of building-integrated photovoltaics
3. Roof construction that has a thermal mass over the roof membrane, including areas of vegetated (green) roofs, weighing at least 25 pounds per square foot

A. Solar Reflectance
Roofing materials shall have a minimum 3-year aged solar reflectance equal to or greater than the values specified in Table 4.509(1) and Table 4.509(2)

B. Thermal Emittance
Roofing materials shall have a *Cool Roof Rating Council* initial or aged thermal emittance equal to or greater than the values specified in Table 4.509(1) and Table 4.509(2)

C. Solar Reflective Index Alternative
Roofing materials having a Solar Reflectance Index (SRI) equal to or greater than the values specified in Table 4.509(1) and Table 4.509(2) may be used as an alternative to compliance with the 3-year aged solar reflectance and thermal emittance values."

Table 4.509(1) – LOW-RISE RESIDENTIAL

ROOF SLOPE	MIN 3-YEAR AGED SOLAR REFLECTNACE	THERMAL EMITTANCE	SRI
< 2:12	0.65	0.85	78
> 2:12	0.23	0.85	20

Table 4.509(2) – HIGH-RISE RESIDENTIAL, HOTELS, AND MOTELS

ROOF SLOPE	MIN 3-YEAR AGED SOLAR REFLECTNACE	THERMAL EMITTANCE	SRI
< 2:12	0.65	0.75	78
> 2:12	0.23	0.75	20

9-1-11-5.509: COOL ROOF FOR REDUCTION OF HEAT ISLAND EFFECT:
The following section is added to Chapter 5, Part 11 of the CBC to read as follows:

"9-1-11-5.509: Cool roof for reduction of heat island effect.
Roofing materials shall comply with the solar reflectance and thermal emittance requirements of this section.
Exceptions:

1. Roof repair
2. Installation of building-integrated photovoltaics
3. Roof construction that has a thermal mass over the roof membrane, including areas of vegetated (green) roofs, weighing at least 25 pounds per square foot

A. Solar Reflectance
Roofing materials shall have a minimum 3-year aged solar reflectance equal to or greater than the values specified in Table 5.509

B. Thermal Emittance
Roofing materials shall have a *Cool Roof Rating Council* initial or aged thermal emittance equal to or greater than the values specified in Table 5.509

C. Solar Reflective Index Alternative
Roofing materials having a Solar Reflectance Index (SRI) equal to or greater than the values specified in Table 5.509 may be used as an alternative to compliance with the 3-year aged solar reflectance and thermal emittance values."

Table 5.509 – NON-RESIDENTIAL

ROOF SLOPE	MIN 3-YEAR AGED SOLAR REFLECTNACE	THERMAL EMITTANCE	SRI
< 2:12	0.68	0.85	82
> 2:12	0.28	0.85	27

1. Calculation for spaces shall be rounded up to the nearest whole number.
2. The number of required EVCS (EV capable spaces provided with EVSE) in column 3 count toward the total number of required EV capable spaces shown in column 2.

DIVISION 2. DIVERSION OF CONSTRUCTION AND DEMOLITION DEBRIS

9-1-11-1010: PURPOSE:

The purpose of this Division, known as the Diversion of Construction and Demolition Debris Ordinance, is to reduce the amount of construction and demolition debris deposited into landfills by implementing source reduction, diversion, and recycling goals for certain applicable construction and demolition projects.

Where sections of this Division and the California Building Standards Code differ, the more stringent requirements shall apply.

9-1-11-1011: DEFINITIONS:

For the purposes of this Article, the following definitions shall apply. Words and phrases not ascribed a meaning by this Division shall have the meaning ascribed by Public Resources Code Sections 40000, et seq., the regulations of the California Integrated Waste Management Board, if defined therein, as such may be amended from time to time, and in the Resource Conservation and Recovery Act (RCRA) 42 USC §§ 6901, et seq., and the regulations implementing RCRA, as they may be amended from time to time.

APPLICANT: Means any person, firm, limited liability company, association, partnership, political subdivision, governmental agency, municipality, industry, public or private corporation, or any other entity whatsoever required to apply to the Building Department for an applicable permit to undertake construction, renovation, remodeling, repair, deconstruction, or demolition operations.

APPLICABLE PROJECT: Means a project for which a building, demolition, or other similar permit is required by this Code, and not otherwise exempt in this Division.

CONSTRUCTION AND DEMOLITION DEBRIS or C&D DEBRIS: Means used or discarded materials removed from property of an Applicable Project during construction, remodeling, repair, renovation, demolition or deconstruction resulting from construction, renovation, remodeling, repair, deconstruction, or demolition operations on any house, commercial building or other structure. Construction and Demolition Debris includes, but is not limited to, concrete, asphalt, brick, lumber, tile, carpeting, plastic, aluminum, glass, metals, gypsum wallboard, roofing materials, carpeting, wood, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures.

CONSTRUCTION AND DEMOLITION DEBRIS DIVERSION REFERENCE MANUAL or MANUAL: Means a manual prepared by the Building Division of the Community

Development Department to assist in implementation of this Division. A copy of the Manual shall be available at all times at the Building Division public counter.

CONSTRUCTION AND DEMOLITION DIVERSION SECURITY DEPOSIT or DIVERSION SECURITY DEPOSIT: Means any performance bond, surety bond, money order, letter of credit, certified check, cash, certificate of deposit or similar type of security, in a form acceptable to the City, and submitted to the City pursuant to Section 9-1-11-1012 of this Division.

ESTIMATED DEBRIS GENERATION RATE: Means the rate set forth in the standardized Estimated Debris Generation Rate Table approved by the City for use in estimating the volume or weight of materials identified in a Waste Management Plan. The approved conversion rate shall be set forth in the Manual.

DIVERT OR DIVERSION: Means activities which reduce or eliminate the amount of C&D Material from disposal in a landfill or transformation facility.

DIVERSION REQUIREMENT: Means the diversion of at least 65 percent of the total Construction and Demolition Debris generated by an Applicable Project by reuse or recycling, unless the permit applicant has been granted an exemption pursuant to Section 9-1-11-1016.

EXEMPT PROJECT: Shall have the meaning set forth in Section 9-1-11-1016 of this Division.

PROJECT: Means any activity for which a permit for a building, demolition or other permit is required.

RECYCLING SUMMARY REPORT and RSR: Means a completed Recycling Summary Report form approved by the City and which is the report that shows compliance with the Waste Management Plan.

REUSE: Means the recovery or reapplication of a product or material in a manner. For example, the reuse of products such as light fixtures, doors or used brick is considered source reduction, not recycling.

WASTE MANAGEMENT PLAN and WMP: Means a completed Waste Management Plan form, approved by the City for the purpose of compliance with this Division, submitted by the permit applicant for all Applicable Projects.

9-1-11-1012: DIVERSION OF CONSTRUCTION AND DEMOLITION DEBRIS AND SUBMISSION OF WASTE MANAGEMENT PLAN:

A. DIVERSION REQUIREMENT AND WASTE MANAGEMENT PLAN SUBMISSION. Except as otherwise provided in this Division, each Applicant for a permit required by this Code for an Applicable Project shall complete and submit a Waste Management Plan

("WMP") as part of the application packet for the building permit, unless the project is exempt, as defined below, certifying that the Diversion Requirement will be met. On or after July 1, 2007, no building or demolition permit shall be issued by the Building Department unless the Applicant for a construction or demolition permit for an Applicable Project has submitted to the Building Department an approved Waste Management Plan. The Building Official shall approve the WMP if it complies with complies with the following provision.

B. FORM OF THE WMP.

The completed WMP must be signed by the Applicant and shall indicate all of the following:

1. The site address;
2. The names, addresses, and phone numbers of the property owner and the general contractor;
3. The existing square footage, the proposed square footage, the percentage of increase in project size, or the square footage of the structure to be demolished;
4. The estimated volume or weight of construction and demolition debris, by material type, to be generated on the project site;
5. The estimated volume or weight of construction and demolition debris, by material type, to be diverted to recycling, reuse or salvage;
6. The vendor or facility that the applicant proposes to use to collect or receive that material;
7. The estimated volume or weight of the construction and demolition materials that will be landfilled;
8. Certification that the minimum Diversion Requirement will be met;
9. Such other data and information as may be required by the Building Official;
10. Other information Applicant believes is relevant to determining its efforts to comply with this Division.

C. CALCULATING VOLUME AND WEIGHT OF MATERIAL.

In estimating the volume or weight of materials identified in the WMP, the applicant shall use the Estimated Debris Generation rates approved by the City for this purpose and as indicated in the Construction and Demolition Debris Diversion Manual.

D. CONSTRUCTION AND DEMOLITION DIVERSION SECURITY DEPOSIT.

A refundable deposit shall be paid by the Applicant prior to the approval of any WMP, in an amount specified in the Fee Resolution. The deposit may be refunded without interest, in total, upon proof of satisfaction by the Building Official that no less than the Diversion Requirement generated by the Applicable Project has been diverted from disposal and has been recycled or reused or stored for later reuse or recycling in accordance with Section 9-1-11-1013. The deposit shall be forfeited entirely if Applicant fails to comply with the requirements of this Division. The deposit will not be refunded to any project that began work before obtaining all required permits as determined by the Building Official. The deposit shall be returned no later than 30 days after approval of the RSR.

E. ADMINISTRATIVE FEE.
A non-refundable administrative fee will be collected with the deposit as specified in the Fee Schedule.

9-1-11-1013: REPORTING COMPLIANCE WITH WMP:

A. DOCUMENTATION.
No later than 90 days after the Final Inspection is approved by the City, which date may be extended if City provides Applicant with a letter confirming the extension, the Applicant shall submit to the Building Official documentation that it has met the Diversion Requirement for the project in the form of the Recycling Summary Report (RSR). The Diversion Requirement shall be that the applicant has diverted at least 50 percent of the total construction and demolition debris generated by the project via reuse or recycling. This RSR shall be approved by the Building Official if it includes all of the following:

1. Receipts from a licensed vendor or facility that collected or received each material showing the actual weight or volume of that material;
2. A copy of the previously approved WMP for the project adding the actual volume or weight of each material diverted and landfilled;
3. Any additional information the Applicant believes is relevant to determining its efforts to comply with this Division.

B. WEIGHING OF WASTES.
Applicant shall make reasonable efforts to ensure that all construction and demolition material is measured and recorded using the most accurate method of measurement available. To the extent practical, all construction and demolition material shall be weighed by measurement on scales in compliance with all regulatory requirements for accuracy and maintenance. For materials for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized conversion rates approved by the Building Official for this purpose.

9-1-11-1014: WMP MUST BE KEPT ON SITE:
A copy of the WMP shall be kept on the site of the building or work at all times during which the work is in progress and must be made available to the Building Official to allow verification of the provisions of this Division.

9-1-11-1015: VIOLATION OF DIVISION:
If the Applicant fails to comply with the requirements of this Division, the Construction and Demolition Diversion Security shall be retained by the City, and, in addition, the City shall have the right to pursue either criminal prosecution or the appropriate civil action to enforce the requirements of this Code.

9-1-11-1016: EXEMPT PROJECTS:

No Construction and Demolition Debris Security Deposit or a Waste Management Plan shall be required for any of the following:

A. Work for which a building permit or demolition permit is not required by this Code.

B. Residential additions and/or alterations that do not increase the building's conditioned area, volume or size.

C. Non-residential additions and/or alterations less than 500 square feet in area if the permit valuation is less than $200,000.

D. Projects for which only a plumbing permit, electrical permit, or mechanical permit is required.

E. Demolition or construction required to protect public health or safety in an emergency.

F. Projects which may technically fall within this Division, but due to special circumstances, Construction and Demolition debris are minimized as determined by the Building Official.

9-1-11-1017: BUILDING OFFICIAL INTERPRETATIONS:

The Building Official may interpret this Division as needed, publishing any interpretations at the Building Counter, or in the Construction and Demolition Debris Diversion Manual from time to time.

ARTICLE 12. CALIFORNIA REFERENCED STANDARDS CODE

9-1-12 ADOPTION OF 2025 CALIFORNIA REFERENCED STANDARDS CODE: Part 12 of title 24 of the California Code of Regulations, also known as the “California Referenced Standards Code,” which is part of the California Building Standards Code, 2025 Edition, as adopted by the California Building Standards Commission and the International Code Council, is hereby adopted without local amendments by the City of Burbank and made a part of this Code.

ARTICLE 13. INTERNATIONAL PROPERTY MAINTENANCE CODE

9-1-13-100.1: FINDINGS:

The Council finds and determines as follows:

A. The City has a history and reputation for well-kept properties and the property values, and the general welfare of the community are founded, in part, upon the appearance and maintenance of private properties.

B. There is a need for further emphasis on property maintenance and sanitation in that certain conditions, as described in this article, have been found from place to place throughout the City.

C. The existence of such conditions as described in this article is injurious and inimical to the public health, safety, and welfare of the residents of the City and contributes substantially and increasingly to the deterioration of neighborhoods.

D. Unless corrective measures are undertaken to alleviate such existing conditions and assure the avoidance of future problems in this regard, the public health, safety, and general welfare, and specifically the social and economic standards of the community, will be depreciated.

E. The abatement of such conditions will improve the general welfare and image of the City.

F. The abatement procedures set forth in this article are reasonable and afford due process to all affected persons.

G. The uses and abuses of property as described in this article reasonably relate to the proper exercise of police power to protect the health, safety, and general welfare of the public.

9-1-13-100.2: ADOPTION OF 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE:

A. ADOPTION OF CODE.

The 2024 Edition of the International Property Maintenance Code (“IPMC”), as published by the International Code Council, together with the appendix thereof, with the exception of Sections 503.3 and 602.4, is hereby adopted by the City of Burbank and made a part of this Code, with certain amendments, additions, and deletions as stated in this Article.

B. APPLICABILITY TO GOVERNMENT BUILDINGS.

The provisions of this article shall apply to all buildings, structures, or land owned, operated, or controlled by any governmental entity or political subdivision, agency, or district thereof, but shall not apply to buildings, structures, or land exempted by the provisions of Section 105.2.2 of the California Building Code.

C. NUMBERING OF CODE.

In order to provide consistency between this article and the provisions of the International Property Maintenance Code, the section, subsection, and paragraph numbers or designations of the California Property Maintenance Code shall be retained in this article and shall be preceded by the prefix "9-1-13-". Such prefix refers to this title, chapter and article of the Burbank Municipal Code.

D. WARNING AND DISCLAIMER.
The degree of protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Accidents and disasters can and will occur on rare occasions. Risks may be increased by man-made or natural causes. This article does not imply that work done pursuant to this article or occupations permitted by this article will be free from damages. This article shall not create liability on the part of the City, any officer or employee thereof, for any damages that result from reliance on this article, or any administrative decision lawfully made thereunder.

9-1-13-101.1: TITLE:
Section 101.1 of Chapter 1 of the IPMC is amended and restated as follows:

> **“101.1 Title.**
> These regulations shall be known as the City of Burbank Property Maintenance Code of the City of Burbank, and hereinafter in this article referred to as “this code.””

9-1-13-102.3: APPLICATION OF OTHER CODES:
Section 102.3 of Chapter 1 of the IPMC is amended and restated as follows:

> “**102.3 Application of other codes.**
> Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the California Building Code, California Residential Code, California Energy Code, California Plumbing Code, California Electrical Code, California Mechanical Code, the Burbank Municipal Code, and all codes adopted or enforced by the City.”

9-1-13-103.1: AUTHORITY HAVING JURISDICTION:
Section 103.1 of Chapter 1 of the IPMC is amended and restated as follows:

> "**103.1 Authority having jurisdiction.**
> The officer or other designated authority charged with the administration and enforcement of this code shall be the “Building Official” or a duly authorized representative. “Building Official” shall be synonymous with the term “Assistant Community Development Director/Building Official” or “Building Director” or “Code Official” of the City.”

9-1-13-103.5: FEES:
Section 103.5 of Chapter 1 of the IPMC is amended and restated as follows:

"**103.5 Fees.**
Fees shall be assessed in accordance with the provisions of this section and as set forth in the Burbank Fee Resolution."

9-1-13-104.1.1: GENERAL DUTIES AND POWERS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**104.1.1 General duties and powers.**
A. RESPONSIBILITY FOR ENFORCEMENT.
The Building Official shall be responsible for the administration and enforcement of this article. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretation, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code. For purposes of declaring and abating fire hazards pursuant to the provisions of this article, the Building Official is also authorized to perform the duties imposed on the Fire Chief and Fire Marshall pursuant to the provisions of the California Fire Code as adopted and amended by this jurisdiction.

B. ENFORCEMENT.
Enforcement of this article may be accomplished by the Building Official in any manner authorized by law. The procedures set forth in this article shall not be exclusive and shall not in any manner limit or restrict the City from enforcing other City ordinances or abating public nuisances in any other manner provided by law."

9-1-13-104.3.1: ENTRY ON PRIVATE PROPERTY:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**104.3.1 Entry on private property.**
The Building Official may enter upon private property to abate the nuisance pursuant to the provisions of this article. No person shall obstruct, impede, or interfere with any officer, employee, contractor or authorized representative of the City whenever such person is engaged in the work of abatement, pursuant to the provisions of this article, or in performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to this article."

9-1-13-106.1.1: DUTY TO REPORT VIOLATIONS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.1.1 Duty to report violations.**
The Fire Chief, City Planner, Public Works Director and all other department heads shall make reports in writing to the Building Official of any building or structure which is believed to be a dangerous or substandard building within the terms of this article whenever the facts thereof shall come to the attention of such officer."

9-1-13-106.5.1: PERFORMANCE OF ABATEMENT:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.1 Performance of abatement.**
Abatement of the nuisance may in the discretion of the Building Official be performed by City forces or by a contractor retained pursuant to the provisions of this Code."

9-1-13-106.5.2: PROCEDURES FOR ABATEMENT OF VIOLATIONS OR UNLAWFUL CONDITIONS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"106.5.2 Procedures for abatement of violations or unlawful conditions.
A. NOTICE AND ORDER OF BUILDING OFFICIAL.
Whenever the Building Official has inspected or caused to be inspected any property and has found and determined that conditions constituting a public nuisance exist thereon, the Building Official may use the procedures set forth in this section for the abatement of such nuisance.

1. The Building Official shall issue a notice and order and mail a copy of such notice and order to the landowner and the person, if other than the landowner, occupying or otherwise in real or apparent charge and control of the property. The notice and order shall contain:

    a. The street address and a legal description sufficient for identification of the property on which the condition exists.
    b. A statement that the Building Official has determined that a public nuisance is being maintained on the property with a brief description of the conditions which render the property a public nuisance.
    c. An order to secure all appropriate permits and to physically commence, within ten (10) days from the date of service of the notice and order, and to complete within thirty (30) days from such date, the abatement of the described conditions.
    d. A statement advising that the disposal of material involved in public nuisances shall be carried forth in a legal manner.
    e. A statement advising that if the required work is not commenced within the time specified, the Building Official will proceed to cause the work to be done, and bill the persons named in the notice for the abatement costs and/or assess the costs against the property.
    f. A statement advising that any person having any interest or record title in the property may appeal from the notice and order or any action of the Building Official within ten (10) days from the date of service of the notice and order.
    g. A statement advising that the notice and order will be recorded against the property in the Office of the County Recorder.

2. The notice and order, and any amended notice and order, shall be mailed by first class mail, postage prepaid, to each person as required pursuant to the provisions of Subsection (a) of this section at the address as it appears on the last equalized assessment roll of the County or as known to the Building Official. The address of owners shown on the assessment roll shall be conclusively deemed to be the proper address for the purpose of mailing such notice. The failure of the Building Official to make or attempt service on any person required in this section to be served shall not invalidate any proceedings hereunder as to any other person duly served. Service by mail in the manner herein provided shall be effective on the date of mailing. The failure of any person entitled to receive such notice shall not affect the validity of any proceedings taken under this article.

3. Proof of service of the notice and order shall be documented at the time of service by a declaration under penalty of perjury executed by the person effecting service, declaring the time and manner in which service was made.

4. At the time the notice and order is served, the Building Official shall file in the Office of the County Recorder a certificate legally describing the property and certifying that a public nuisance exists on the property and the owner has been so notified. The Building Official shall file a new certificate with the County Recorder that the nuisance has been abated whenever the corrections ordered shall have been completed so that there no longer exists a public nuisance on the property described in the certificate; or the notice and order is rescinded by the Board of Building and Fire Code Appeals upon appeal; or whenever the City abates the nuisance and the abatement costs have been paid.

B. EXTENSION OF TIME TO PERFORM WORK.

Upon receipt of a written request from any person required to comply with the order, the Building Official may grant an extension of time within which to complete said abatement, if the Building Official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The Building Official shall have the authority to place reasonable conditions on any such extensions.

C. APPEAL.

Any person aggrieved by the action of the Building Official in issuing a notice and order pursuant to the provisions of this article may appeal to the Board of Building and Fire Code Appeals in accordance with the provisions of Article 13 of this chapter. If no appeal is filed within the time prescribed, the action of the Building Official shall be final."

9-1-13-106.5.3: ACCOUNT OF ABATEMENT COSTS:

The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.3 Account of abatement costs.**
The Building Official shall keep an itemized account of the costs incurred by the City in the abatement of any public nuisance under this article. Upon completion of the abatement work, the Building Official shall prepare a report specifying the work done, the itemized costs of the work for each property, including direct and indirect costs, a description of the real property, and the names and addresses of the persons entitled to service pursuant to Section 106.5.2. Any such report may include costs on any number of properties, whether or not contiguous to each other. Each person named in the notice shall be jointly and severally liable for such abatement costs and the amount of such costs shall be a debt owed to the City."

9-1-13-106.5.4: PROCEDURE FOR SPECIAL ASSESSMENT:
The following section is added to Chapter 1 of the IPMC to read as follows:

"106.5.4 Procedure for special assessment.
A. CITY CLERK.
When any charges levied pursuant to this article remain unpaid for a period of sixty (60) days or more after the date on which they were billed, the Building Official, in his discretion, may forward the abatement costs report described in Section 106.5.3 to the City Clerk.

B. HEARING NOTICE.
Upon receipt of the abatement costs report, the Clerk shall fix a time and place for hearing and passing upon the report. The Clerk shall cause notice of the amount of the proposed assessment, shown in this report, to be given in the manner and to the persons specified in Section 106.5.2. Such notice shall contain a description of the property sufficient to enable the persons served to identify it, and shall specify the day, hour, and place when the Council will hear and pass upon the report, together with any objections or protests which may be raised by any landowner liable to be assessed for the costs of such abatement. Notice of the hearing shall be given not less than fifteen days prior to the time fixed by the Clerk for the hearing, and shall also be published once, at least fifteen (15) days prior to the date of the hearing, in a newspaper of general circulation published in the County of Los Angeles.

C. PROTEST.
Any interested person may file a written protest with the City Clerk at any time prior to the time set for the hearing on the report of the Building Official. Each such protest shall contain a description of the property in which the person signing the protest is interested and the grounds of such protest. The City Clerk shall endorse on every such protest the date and time of filing, and shall present such protest to the Council at the time set for hearing."

9-1-13-106.5.5: HEARING ON PROPOSED ASSESSMENT:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.5 Hearing on proposed assessment.**
Upon the day and hour fixed for the hearing the Council shall consider the report of the Building Official, together with any protests which have been filed with the City Clerk. The Council may make such revision, correction, or modification in the report as it may deem just, and when the Council is satisfied with the correctness of the assessment, the report, and proposed assessment, as submitted or as revised, corrected, or modified, shall be confirmed. The decision of the Council on the report and the assessment and on all protests shall be final and conclusive. The Council may adjourn the hearing from time to time."

9-1-13-106.5.6: CONTEST OF ASSESSMENT:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.6 Contest of assessment.**
The validity of any assessment levied under the provisions of this article shall not be contested in any action or proceeding unless such action or proceeding is commenced within thirty (30) days after the assessment is confirmed by the Council."

9-1-13-106.5.7: NOTICE OF LIEN: FORM AND CONTENTS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.5.7 Notice of lien: form and contents.**
A. NOTICE OF LIEN.
Immediately upon the confirmation of the assessment by the Council, the Building Official shall execute and file in the Office of the County Recorder a certificate in substantially the following form:

NOTICE OF LIEN

Pursuant to the authority vested in the Building Official by the provisions of Article 13, Chapter 1, Title 9 of the Burbank Municipal Code, said Building Official on or about the ____ day _____ of , 20____, caused the abatement of a nuisance on real property, and the Council for the City of Burbank, on the ____ day _____ of, 20____, assessed the cost of such abatement upon said real property and the same has not been paid nor any part thereof, and the City of Burbank does hereby claim a lien on said real property for the net expense of the doing of said abatement in the amount of $_____ , and this amount shall be a lien upon said real property until the sum has been paid in full and discharged of record. The real property hereinbefore mentioned, and upon which a lien is claimed, is that certain parcel of land in the City of Burbank, County of Los Angeles, State of California, and particularly described as follows:

(DESCRIPTION)

Dated: This ____ day _____ of, 20____.

BUILDING OFFICIAL OF THE CITY OF BURBANK

(ACKNOWLEDGEMENT)

B. RECORDATION.
Immediately upon the recording of the notice of lien the assessment shall constitute a lien on the real property assessed. Such lien shall, for all purposes, be upon parity with the lien of state and local taxes."

9-1-13-106.5.8: COLLECTION WITH REGULAR TAXES PROCEDURE:
The following section is added to Chapter 1 of the IPMC to read as follows:

"106.5.8 Collection with regular taxes procedure.
A. ASSESSMENT BOOK.
The notice of lien, after recording, shall be delivered to the Auditor of Los Angeles County, who shall enter the amount on the county assessment book opposite the description of the particular property and the amount shall be collected together with all other taxes thereon against the property. The notice of lien shall be delivered to the Auditor before the date fixed by law for the delivery of the assessment book to the County Board of Equalization.

B. COLLECTION.
Thereafter the amount set forth in the notice of lien shall be collected at the same time and in the same manner as ordinary City taxes are collected and shall be subject to the same penalties and interest and to the same procedure under foreclosure and sale in case of delinquency as provided for ordinary City taxes. All laws applicable to the levy, collection and enforcement of City taxes are hereby made applicable to such assessment.

C. REFUNDS.
The Council may order a refund of all or part of a tax paid pursuant to this article if it finds that all or part of the tax has been erroneously levied. A tax or part thereof shall not be refunded unless a claim is filed with the City Clerk on or before November 1 after the tax became due and payable. The claim shall be verified by the person who paid the tax, or the legal representative of such person."

9-1-13-106.6: REMEDIES OF PRIVATE PARTIES:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**106.6 Remedies of private parties.**
The provisions of this article shall in no way adversely affect the right of the owner, lessee, or occupant of any such lot to recover all costs and expenses required by this article from any person causing such nuisance."

9-1-13-107.1.1: EXTENSION OF TIME OF NOTICE AND ORDER:

The following section is added to Chapter 1 of the IPMC to read as follows:

"**107.1.1 Extension of time of notice and order.**
The Building Official shall have discretionary power, upon receipt of an application from a person required to comply with a notice and order and a written agreement binding such person to comply with said order. The Building Official's authority to extend time is limited to the physical repair, rehabilitation, or demolition of the premises and will not in any way affect or extend the time to appeal any notice and order."

9-1-13-107.3.1: RECORDATION:
The following section is added to Chapter 1 of the IPMC to read as follows:

"107.3.1 Recordation.
At the time the notice and order is served, the Building Official shall file in the Office of the County Recorder a certificate legally describing the property and certifying that the building is a dangerous building and the owner has been so notified, or set aside, by the Board upon appeal, so that the building no longer exists as a dangerous building on the property described in the certificate, the Building Official shall file a new certificate with the County Recorder that the building has been demolished or removed or is no longer dangerous."

9-1-13-108.6.1: ADDITIONAL PROCEEDINGS FOR ABATEMENT OF IMMINENTLY DANGEROUS PUBLIC NUISANCES:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**108.6.1 Additional proceedings for abatement of imminently dangerous public nuisances.**
Whenever the Building Official determines that a public nuisance is so imminently dangerous to life or adjacent property that such condition must be immediately corrected, or isolated, the Building Official may institute the following procedures.

A. NOTICE.
The Building Official shall attempt to make contact through a personal interview, or by telephone with the landowner or the person, if any, occupying or otherwise in real or apparent charge and control thereof. In the event contact is made, the Building Official shall notify such person, or persons, of the danger involved and require that such condition be immediately removed, repaired or isolated so as to preclude harm to any person or property.

B. ABATEMENT.
In the event the Building Official is unable to make contact as hereinabove noted, or if the appropriate persons, after notification by the Building Official, do not take action as specified by such official, within seventy-two (72) hours, then the Building Official may, with the approval of the City Manager, take all steps deemed

necessary to remove or isolate such dangerous condition, or conditions, with the use of City forces or a contractor retained pursuant to the provisions of this Code.

C. COST.
The Building Official shall keep an itemized account of the costs incurred by the City in removing or isolating such condition, or conditions. Such costs may be recovered in the same manner that abatement costs are recovered pursuant to this article."

9-1-13-109.5.1: PROCEDURE FOR ASSESSMENT OF COST OF EMERGENCY REPAIRS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"109.5.1 Procedure for assessment of cost of emergency repairs.
A. FILING OF REPORT.
The Building Official shall keep an itemized account of the net expense involved in the repair or demolition of a building or structure. Upon the completion of the repair or demolition, the Building Official shall prepare and file with the City Clerk in duplicate a report specifying the work done.

B. REPORT TRANSMITTED TO COUNCIL AND SETTING FOR HEARING.
Upon receipt of the report, the City Clerk shall present it to the Council for consideration. The Council shall cause notice of the cost of the repair or demolition to be given in the manner and to the persons specified in Section 107 of the International Property Maintenance Code. Such notice shall specify the day, hour and place when the Council will hear and pass upon the report, together with any objections or protests which may be raised by any property owner liable to be assessed for the cost of such repair or demolition and any other interested persons. Notice of hearing provided by this subsection shall be published at least 10 days prior to the date of hearing by one insertion in a newspaper of general circulation published in the County of Los Angeles.

C. PROTESTS AND OBJECTIONS: HOW MADE.
Any person interested and affected by the proposed assessment may file written protests or objections with the City Clerk at any time prior to the time set for the hearing.

D. HEARING OF PROTESTS.
Upon the day and hour fixed for the hearing the Council shall hear and pass upon the report of the Building Official, together with any objections or protests which may be raised by any of the property owners liable to be assessed for the cost of the repair or demolition and any other interested persons.

E. ASSESSMENT TO BE TRANSMITTED TO BUILDING OFFICIAL.
Upon the confirmation of the assessment, the City Clerk shall transmit the report as modified to the Building Official.

F. RECORDATION OF ASSESSMENT.
The Building Official shall record the assessment as confirmed in a suitable book to be kept for that purpose in his office and shall append thereto his certificate of the date of such recording.

G. ASSESSMENT LIEN.
Immediately upon the recording of the assessment, the cost so assessed shall constitute a lien on the real property described in the report. Such lien shall for all purposes be on parity with the lien of state, county, and municipal taxes. All such assessments remaining unpaid for 30 days from the date of recording shall become delinquent and bear interest at the rate of one percent per month computed on the date of delinquency and on the first day of each month thereafter. The lien shall continue until the amount thereof and interest are paid or until it is discharged of record.

H. FILING OF LIEN: FORM AND CONTENTS.
The Building Official shall file in the Office of the County Recorder of Los Angeles County a certificate substantially in the following form, to wit:

NOTICE OF LIEN

Pursuant to the authority vested in the Building Official of the City of Burbank, California, by the provisions of Article 13, Chapter 1, Title 9 of the Burbank Municipal Code, said Building Official, on the ____ day of _____, 20__ , caused the building or structure on the real property hereinafter described to be repaired or demolished (as the case may be) in order to abate a nuisance on said real property, and the Council of the City of Burbank, on the ____ day of _____ , 20__ , assessed the cost of such repair or demolition (as the case may be) upon the real property hereinafter described, and the same has not been paid nor any part thereof, and the City does hereby claim a lien on said real property for the net expense of the doing of said repairs or demolition (as the case may be) in the sum of $_____ , and the amount shall be a lien upon said real property for the net expense of the doing of said repairs of demolition (as the case may be) in the sum of $_____ , and the amount shall be a lien upon said real property until the said sum, with interest at the rate of one percent per month computed upon the date of delinquency and on the first day of each month subsequent to the expiration of 30 days from the ____ day of _____ , (insert day of recording of assessment), has been paid in full and discharged of record. The real property upon which a lien is claimed is that certain parcel of land lying and being in the City of Burbank, County of Los Angeles, State of California, and particularly described as follows, to wit:

(DESCRIPTION)

Dated this _____ day _____ of , 20_____,

BUILDING OFFICIAL

(ACKNOWLEDGEMENT)

I. FORECLOSURE.
If the sum assessed is not paid to the Building Official within 30 days after the date of the recording of the assessment, the Building Official shall report such nonpayment to the Council, and the Council may instruct the City Attorney to bring an action in the name of the City to foreclose the lien of the assessment."

9-1-13-110.3.1: PROCEDURE FOR ASSESSMENT OF COST OF DEMOLITION:
The following section is added to Chapter 1 of the IPMC to read as follows:

"110.3.1 Procedure for assessment of cost of demolition.
The procedure for assessment of cost of demolition shall comply with Section 109 of the California Building Code."

9-1-13-111.1: APPLICATION FOR APPEAL:
Section 111.1 of Chapter 1 of the IPMC is amended and restated as follows:

"111.1 Application for appeal.
Any person, directly affected by a decision of the Building Official or a Notice or Order shall have the right to appeal to the Board of Building and Fire Code Appeals in accordance with Section 9-1-1-113 of the Burbank Municipal Code."

9-1-13-111.2: MEMBERSHIP OF THE BOARD:
Section 111.2 (including subsections 111.2.1 through 111.2.5) of Chapter 1 of the IPMC is amended and restated as follows:

"**111.2 Membership of the board.**
Membership of the Board of Building and Fire Code Appeals shall comply with Article 4, Title 2 Chapter 1 of the Burbank Municipal Code."

9-1-13-111.3: NOTICE OF MEETING:
Section 111.3 of Chapter 1 of the IPMC is amended and restated as follows:

"**111.3 Notice of meeting.**
The Board shall meet in accordance with the procedures defined in Section 9-1-1-113."

9-1-13-111.4.1.2: ADDITIONAL INSPECTIONS AND REPORTS:
The following section is added to Chapter 1 of the IPMC to read as follows:

"111.4.1.2 Additional inspections and reports.

Whenever in the course of any proceedings taken hereunder the Board shall have cause to require additional evidence, the Board may request that the same be inspected by any officer of the City who may provide information pertinent to the proceedings. The officer to which such request is directed shall cause the building or structure to be inspected and a report thereof in writing shall be transmitted to the Board."

9-1-13-111.9: DUTIES OF THE CITY ATTORNEY:
The following section is added to Chapter 1 of the IPMC to read as follows:

"**111.9 Duties of the city attorney.**
The City Attorney shall:

A. APPEARANCE AT BOARD MEETINGS.
Appear at the request of the Board at any hearing before that Board in regard to dangerous buildings or substandard buildings.

B. TAKING LEGAL ACTION.
Take such legal action as is necessary to carry out the terms and provisions of this article."

9-1-13-112.4: FAILURE TO COMPLY:
Section 112.4 of Chapter 1 of the IPMC is amended and restated as follows:

"**112.4 Failure to comply.**
Any person who shall continue any work after having been served a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to pay a fee as set forth in the Burbank Fee Resolution."

9-1-13-201.3: TERMS DEFINED IN OTHER CODES:
Section 201.3 of Chapter 2 of the IPMC is amended and restated as follows:

"**201.3 Terms defined in other codes.**
Where terms are not defined in this code and are defined in the California Building Code, California Residential Code, California Energy Code, California Green Building Standards Code, California Plumbing Code, California Electrical Code or California Mechanical Code, such terms shall have the meanings ascribed to them as stated in those codes."

9-1-13-202: DEFINITIONS:
Section 202 of Chapter 2 of the IPMC is amended by adding the following definitions:

"ATTRACTIVE NUISANCE: Shall mean any condition, instrumentality, or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril therein, and which may reasonably

be expected to attract young children to the premises and risk injury by playing with, in, or on it.

LANDOWNER: Shall mean the person to whom land is assessed as shown on the last equalized assessment roll of the county.

PARKWAY: Shall mean that portion of a street right-of-way which lies between the property line and the outside edge of a gutter or gutter lip, including a driveway approach. Where no curb exists, “parkway” shall mean the area of property from the property line to the edge of the pavement.

PROPERTY: Shall mean any lot or parcel of land. For the purposes of this definition, "lot or parcel of land" shall include any alley, sidewalk, parkway, or unimproved public easement abutting such lot or parcel of land.”

9-1-13-301.2.1: BUILDINGS:
The following section is added to Chapter 3 of the IPMC to read as follows:

“**301.2.1 Buildings.**
It shall be unlawful for any landowner or person leasing, occupying, or having charge or possession of any property in the City to maintain on such property any of the following:

1. Buildings which are abandoned, partially destroyed, or partially constructed or incomplete after building permits have expired.
2. Buildings with deteriorating or peeling paint that allows the exterior building coverings to deteriorate or to permit the effects of sun and water penetration so as to encourage decay, dry rot, warping, cracking, or any other form of deterioration.
3. Broken windows, doors, attic vents, and under floor vents.
4. Building exteriors (walls, roofs, appendages, and other architectural and structural elements), and site improvements (walls, fences, driveways, or walkways, and other site elements) which are cracked, broken, defective, deteriorated, in disrepair, or defaced due to any writing, inscription, figure, scratches, or other markings commonly referred to as "graffiti.""

9-1-13-301.2.2: PUBLIC NUISANCE:
The following section is added to Chapter 3 of the IPMC to read as follows:

“**301.2.2 Public nuisance.**
It is hereby declared a public nuisance for any landowner or person leasing, occupying, directly controlling, or having possession of any property in this City to maintain any condition described in Section 302.4 and Section 308 of this Code or to maintain any attractive nuisance.”

9-1-13-302.4: WEEDS:
Section 302.4 of Chapter 3 of the IPMC is amended and restated as follows:

"**302.4 Weeds.**
A. It shall be unlawful for any landowner, and person leasing, occupying, or having charge or possession of any property in the City to keep, maintain, or deposit on such property any of the following:

1. The following weeds:
   a. Weeds which bear seeds of a downy or wingy nature.
   b. Sagebrush, chaparral, and any brush or weeds which attain such large growth as to become, when dry, a menace to adjacent property.
   c. Weeds which are otherwise noxious or dangerous.
   d. Puncture vines and tumble weed.
   e. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.

2. Dry grass and grass likely to become dry; stubble; brush; litter; or other flammable material which endangers the public safety creating a fire hazard, as defined in the California Fire Code.

3. Dead, decayed, or hazardous trees or other vegetation; residue from a fire; or demolition such as concrete or brick foundations and flat work; and overgrown vegetation which is unsightly and likely to harbor rats or vermin, and which constitute an unsightly appearance, a fire hazard, or are dangerous to public health and welfare.

B. Upon failure of the owner or agent having charge of a property to cut or destroy weeds after service of a Notice of Violation, the owner or agent shall be subject to further enforcement in accordance with the provisions of this Article."

9-1-13-302.9: DEFACEMENT OF PROPERTY:
Section 302.9 of Chapter 3 of the IPMC is amended and restated as follows:

"302.9: Defacement of property.
See Article 3, Title 9, Chapter 3, of the Burbank Municipal Code for property maintenance requirements for defacement of property."

9-1-13-303.2: ENCLOSURES AND SAFETY DEVICES:
Section 303.2 of Chapter 3 of the IPMC is amended and restated as follows:

"**303.2: Enclosures and safety devices.**
Enclosures and safety devices shall comply with the provisions of the California Building Code. No existing pool, spa or hot tub enclosure or safety device shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier."

9-1-13-304.1.1: UNSAFE CONDITIONS:
Section 304.1.1 of Chapter 3 of the IPMC is amended by replacing the phrase "International Existing Building Code" with "California Existing Building Code", "International Building Code" with "California Building Code", and "International Residential Code" with "California Residential Code".

9-1-13-305.1.1: UNSAFE CONDITIONS:
Section 305.1.1 of Chapter 3 of the IPMC is amended by replacing the phrase "International Existing Building Code" with "California Existing Building Code", "International Building Code" with "California Building Code", and "International Residential Code" with "California Residential Code".

9-1-13-306.1.1: UNSAFE CONDITIONS:
Section 306.1.1 of Chapter 3 of the IPMC is amended by replacing the phrase "International Existing Building Code" with "California Existing Building Code", "International Building Code" with "California Building Code", and "International Residential Code" with "California Residential Code".

9-1-13-308.1.1: ACCUMULATION OF RUBBISH AND GARBAGE:
The following section is added to Chapter 3 of the IPMC to read as follows:

"**308.1.1 Accumulation of rubbish and garbage.**
It shall be unlawful for any landowner, and person leasing, occupying, or having charge or possession of any property in the City to keep, maintain, or deposit on such property any of the following:

1. Rubbish or junk, including, but not limited to, refuse, garbage, scrap metal or lumber, concrete, asphalt, tin cans, tires, and piles of earth.
2. Abandoned, discarded, or unused furniture, stoves, sinks, toilets, cabinets, or other fixtures or equipment which are not stored within an entirely enclosed space.
3. Combustible material likely to become easily ignited or debris resulting from any fire and which constitutes a fire hazard, as defined in the California Fire Code.
4. Inoperative, abandoned, or dismantled motor vehicles, trailers, campers, and boats which are not stored within an entirely enclosed space or carport.
5. Trash, garbage, or refuse cans, bins, boxes or other such containers stored in front or side yards visible from public streets."

9-1-13-401.3: ALTERNATIVE DEVICES:
Section 401.3 of Chapter 4 of the IPMC is amended and restated as follows:

"**401.3 Alternative devices.**
In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the California Building Code or the California Residential Code shall be permitted."

9-1-13-502.5: PUBLIC TOILET FACILITIES:
Section 502.5 of Chapter 5 of the IPMC is amended and restated as follows:

"**502.5: PUBLIC TOILET FACILITIES.**
Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the California Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises."

9-1-13-505.1: GENERAL - WATER SYSTEM:
Section 505.1 of Chapter 5 of the IPMC is amended and restated as follows:

"**505.1 General - water system.**
Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the California Plumbing Code."

9-1-13-602.2: RESIDENTIAL OCCUPANCIES:
Section 602.2 of Chapter 6 of the IPMC is amended and restated as follows:

"602.2 Residential occupancies.
Dwellings shall be provided with heating facilities capable of maintaining a room temperature in accordance with the code under which the building was constructed."

9-1-13-602.3: HEAT SUPPLY:
Section 602.3 of Chapter 6 of the IPMC is amended and restated as follows:

"**602.3 Heat supply.**
Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature in accordance with the code under which the building was constructed."

9-1-2-604.2: SERVICE - ELECTRICAL FACILITIES.
Section 604.2 of Chapter 6 of the IPMC is amended and restated as follows:

"**604.2: Service - electrical facilities.**
The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the California Electrical Code. Dwelling units shall be served with an electrical service in accordance with the code under which the building was constructed."

9-1-13-604.3.1.1: ELECTRICAL EQUIPMENT:
Section 604.3.1.1 of Chapter 6 of the IPMC is amended by replacing the phrase "International Building Code" with "California Building Code, California Residential Code, and the California Electrical Code."

9-1-13-604.3.2.1: ELECTRICAL EQUIPMENT:
Section 604.3.2.1 of Chapter 6 of the IPMC is amended by replacing the phrase "International Building Code" with "California Building Code, California Residential Code, and the California Electrical Code."

9-1-13-605.2: RECEPTACLES:
Section 605.2 of Chapter 6 of the IPMC is amended and restated as follows:

> "**605.2 Receptacles.**
> Every habitable space in a dwelling shall contain receptacle outlets in accordance with the code under which the building was constructed."

9-1-13-605.3: LUMINAIRES:
Section 605.3 of Chapter 6 of the IPMC is amended and restated as follows:

> "**605.3 Luminaires.**
> Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain luminaires in accordance with the code under which the building was constructed."

9-1-13-702.1: GENERAL:
Section 702.1 of Chapter 7 of the IPMC is amended and restated as follows:

> "**702.1 General.**
> A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall be maintained in accordance with the code under which the building was constructed."

9-1-13-702.3: LOCKED DOORS:
Section 702.3 of Chapter 7 of the IPMC is amended and restated as follows:

> "**702.3 Locked doors.**
> All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, and shall be maintained in accordance with code under which the building was constructed."

9-1-13-704: FIRE PROTECTION SYSTEMS:
See Title 9 Chapter 1 Article 9 of the Burbank Municipal Code for smoke alarm, power source, and interconnection requirements in existing Group R occupancies.

ARTICLE 16. SEISMIC RETROFIT STANDARDS

DIVISION 1. UNREINFORCED MASONRY ORDINANCE

9-1-16-100: ADOPTION OF CODE:
Appendix A - Chapter A1 of Part 10 of Title 24 of the California Code of Regulations, also known as the “California Existing Building Code,” which is part of the California Building Standards Code, 2025 Edition, is hereby adopted without local amendments by the City of Burbank and made a part of this Code for promoting public welfare and safety by reducing the risk of earthquake-induced damage to unreinforced masonry bearing wall buildings.

DIVISION 2. EARTHQUAKE HAZARD REDUCTION IN EXISTING REINFORCED CONCRETE WALL AND/OR REINFORCED MASONRY WALL BUILDINGS WITH FLEXIBLE DIAPHRAGMS

9-1-16-200: EARTHQUAKE HAZARD REDUCTION IN EXISTING REINFORCED CONCRETE WALL AND/OR REINFORCED MASONRY WALL BUILDINGS WITH FLEXIBLE DIAPHRAGMS:

9-1-16-200.1: PURPOSE:
The City of Burbank is within California Building Code Seismic Zone 4. This is the highest risk for damaging earthquakes. Approximately 30 percent of the City is categorized as an "Active Fault Near-Source Zone" (ICBO, California Department of Conservation-Division of Mines and Geology). The Near-Source Zone is an area within two kilometers of an active fault (Class A or B) capable of producing a major earthquake. The Verdugo Fault and the Hollywood Fault are the near-source influences for the City (both are Class B faults). A Near-Source Zone is subject to the largest and most damaging ground acceleration and velocity produced in a seismic event. The resulting structural damage in a near-source zone is generally severe.

The 1994 Northridge Earthquake caused considerable damage to buildings and structures located in the City of Burbank. Experts expect a massive earthquake on one of the faults under the City within the next 30 years and several earthquakes similar in intensity to the Northridge Earthquake during that same period.

The damage to buildings could expose occupants of these buildings to a potential life-safety risk in future earthquakes, and the City of Burbank must protect its population and property and enforce the Building Code so as to provide effective protection to all its citizens.

Recent earthquakes, including the 1994 Northridge event, have demonstrated the deficiencies in the structural performance of reinforced concrete wall and/or reinforced masonry wall buildings with flexible diaphragms. The 1997 California Building Code contained revisions to the seismic requirements for new construction, but it did not address the existing "legal nonconforming" buildings.

Pre-1976 UBC reinforced concrete wall and/or reinforced masonry wall buildings with flexible diaphragms are considered potentially hazardous and prone to significant damage, including possible roof collapse, in moderate to major earthquakes. These buildings may lack adequate strength in the anchorage system of the wall to the roof and floor diaphragms.

The purpose of this section is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on reinforced concrete wall and/or reinforced masonry wall buildings with flexible diaphragms designed under the building codes in effect prior to the adoption of the 1976 UBC. Such buildings have been categorized, based on past earthquakes, as being potentially hazardous and prone to significant damage, including possible collapse, in a moderate to major earthquake.

The provisions of this section are minimum standards for structural seismic resistance established primarily to reduce the risk of life loss or injury on both subject and adjacent properties and will not necessarily prevent loss of life or injury or prevent earthquake damage to an existing building which complies with these standards. The requirement for compliance with these standards does not preclude the utilization, at the building owner's option, of more extensive strengthening method that might further prevent or limit loss of life or injury or building damage. This section shall not require existing electrical, plumbing, mechanical or fire-safety systems to be altered unless they constitute a hazard to life or property.

This section provides for the identification and classification of reinforced concrete wall and/or reinforced masonry wall buildings with flexible diaphragms based on the current use of the building. Priorities, time periods, and standards are also established under which these buildings are required to be structurally analyzed and strengthened for seismic resistance. Where the analysis determines structural deficiencies, this section requires the building to be strengthened.

9-1-16-200.2: SCOPE:
The provisions of this section shall apply to all buildings designed under building codes in effect prior to February 14, 1977, which, on the effective date of this section have reinforced concrete walls and/or reinforced masonry walls with flexible diaphragms as defined herein.

Any such buildings with seismic strengthening in place prior to the effective date of this ordinance shall be within the scope of this section and shall, therefore, be evaluated according to the provisions of this section and modified to comply with this section if deficient.

9-1-16-200.3: DEFINITIONS:

ANCHORAGE SYSTEM: Is the system of all structural elements and connections which support the concrete or masonry wall in the lateral direction, including diaphragms and

sub-diaphragms, wall anchorage and continuity or cross tie connectors in sub-diaphragms and main diaphragms.

COMMENCED CONSTRUCTION: Construction pursuant to a valid building permit has progressed to the point that one of the called inspections as required by the City has been made and the work for which the inspection has been called has been judged by the City to be substantial and has been approved by the Building Official.

FLEXIBLE DIAPHRAGM: Is any diaphragm constructed of wood structural panel, diagonal or straight wood sheathing, metal decking without a structural concrete topping, or horizontal rod bracing.

REINFORCED CONCRETE WALL: Is a concrete wall that has 50 percent or more of the reinforcing steel required for reinforced concrete in the Uniform Building Code.

REINFORCED MASONRY WALL: Is a masonry wall that has 50 percent or more of the reinforcing steel required by 1976 Uniform Building Code Section 2106.1.12.4.

TILT-UP CONCRETE WALL: Is a form of precast concrete panel construction either cast in the horizontal position at the site and after curing, lifted into place in a vertical position, or cast off-site in a fabricator's shop.

9-1-16-200.4: RATING CLASSIFICATIONS:
The rating classifications as shown in Table No. 9-1-16-200-A are hereby established and each building within the scope of this section shall be placed in one such rating classification by the Building Official. The total occupant load as determined by CBC Chapter 10 for the entire building plus the occupant load of any adjacent building which interconnects with the subject building or uses the subject building for exiting purposes shall be used to determine the rating classification.

9-1-16-200.5: INSPECTION AND RETROFIT REQUIRED; SIGN REQUIRED:

A. The owner of each building within the scope of this section shall cause an investigation of the existing construction and a structural analysis to be made of the building by a civil or structural engineer or architect licensed by the State of California, and if the building does not meet the minimum standards specified in this section, the owner shall cause the building to be structurally altered to conform to such standards or cause the building to be demolished. The owner of a building within the scope of this section shall submit to the Building Official within 275 days after the service of the compliance order the following for review:
    1. A structural analysis, subject to approval by the Building Official within the 275-day time period, which demonstrates that the building meets the minimum requirements of this Section, or
    2. A structural analysis and plans for the proposed structural alterations of the building necessary to comply with the minimum requirements of this Section, or (3) Plans for the demolition of the building.

After plans are submitted and approved by the Building Official, the owner shall obtain a building permit, commence and complete the required construction or demolition within the time limits set forth in Table No. 9-1-16-200-B. These time limits shall begin to run from the date the compliance order is served.

B. Unless exempt pursuant to 9-1-16-200.5(c) below, the owner or person in charge or control of a building within the scope of this section shall, within 275 days after the service of a compliance order, post in a conspicuous place at the entrance of the building, on a sign not less than 8-1/2" x 11", the following statement, printed in not less than 30 point bold type: "This is a reinforced concrete wall or reinforced masonry wall building with a flexible diaphragm built prior to February 14, 1977. The City of Burbank has ordered the owner of this building to bring the building into compliance with the provisions of Burbank Municipal Code Section 9-1-16-200, which relate to earthquake safety."

C. The sign shall remain posted until the structural alterations bringing the building into compliance with the provisions of Section 9-1-16-200 are completed and approved by the Building Official. If an owner of a building within the scope of this section has submitted to the Building official a structural analysis that demonstrates that the building meets the minimum requirements of Section 9-1-16-200 and the Building Official approves such structural analysis, the sign requirements in 9-1-16-200.5(b) shall no longer be applicable to such building.

9-1-16-200.6: COMPLIANCE ORDER:

A. The Building Official shall issue a written compliance order to the record owner of each building within the scope of this section directing the owner to comply with this section and shall also mail a copy to the person, if any, occupying or otherwise in real or apparent charge and control of the building.

B. The order shall be served either personally or by mail and shall contain:

1. The street address and legal description sufficient for identification of the building.
2. A statement that the Building Official has found the building to be within the scope of Section 9-1-16-200.
3. An order to prepare and submit to the Building Official a structural analysis and plans pursuant to Section 9-1-16-200.5.
4. A statement specifying the appeal rights of the owner as contained in Section 9-1-16-200.7.

C. The order shall be served and contents recorded in accordance with the provisions of Article 13 of this Code.

9-1-16-200.7: APPEAL FROM ORDER:

A. The owner of the building may appeal the Building Official's determination that the building is within the scope of this section to the Board of Building and Fire Code Appeals. Such appeal shall be filed with the Board within 60 days of the service date

of the order described in Section 9-1-16-200.6. Such appeal shall be made in writing upon appropriate forms provided therefore by the Building Division, and the grounds thereof shall be stated clearly and concisely. Any materials that the appellant wishes considered by the Board shall be submitted to the Board at least 14 calendar days before the hearing. Each appeal shall be accompanied by a filing fee as set forth in the Burbank Fee Resolution. If no appeal is filed within 60 days of the service of the compliance order, the building shall be considered to be within the scope of this Section 9-1-16-200.

B. Appeals or requests for modification from any other determinations, orders, or actions of the Building Official pursuant to this Section shall be made in accordance with the procedures established in Section 9-1-1-113 of this Code.

9-1-16-200.8: TIME EXTENSIONS:
An owner of a building may apply to the Board of Building and Fire Code Appeals for an extension of time limits to submit a plan for retrofit of the building, to obtain necessary permits and/or to complete the retrofit to the building. The Board may grant an applicant an extension of up to 12 months additional time to comply with these requirements provided the applicant has demonstrated a good faith effort to meet the requirements of this Section 9-1-16-200. A maximum of two such extensions may be granted for a total extension of up to two years. In no case, shall the time for completion of retrofit exceed five years from the time of service of the compliance order.

9-1-16-200.9: NO ALTERATIONS PERMITTED UNTIL BUILDING RETROFIT IS COMPLETE:
Once a compliance order has been served, buildings within the scope of this Section 9-1-16-200 may not be structurally altered, remodeled or added to, without first complying with the provisions of this Section 9-1-16-200 unless the Building Official determines that the alteration is minor in nature.

9-1-16-200.10: ENFORCEMENT:
If the owner of the subject building fails to comply with any order issued by the Building Official pursuant to this section within any of the time limits set forth in Section 9-1-16-200.5, or within any additional time limits as may have been granted by the Board, the Building Official may order that the building be vacated until the building is in compliance.

9-1-16-200.11: ANALYSIS AND DESIGN:
The owner of a building subject to this Section shall cause the structure to comply with the following provisions.

9-1-16-200.11.1: WALL PANEL ANCHORAGE:
Concrete and masonry walls shall be anchored to all floors and roofs which provide lateral support for the wall. The anchorage shall provide a positive direct connection between the wall and floor or roof construction capable of resisting a horizontal force equal to 30 percent of the tributary wall weight for all buildings, and 45 percent of the tributary wall weight for essential buildings, or a minimum force of 250 pounds per linear foot of wall,

whichever is greater. The required anchorage shall be based on the tributary wall panel assuming simple supports at floors and roof.

EXCEPTION: Alternate design may be approved by the Building and Safety Division when justified by well-established principles of mechanics.

9-1-16-200.11.2: SPECIAL REQUIREMENTS FOR WALL ANCHORS AND CONTINUITY TIES:
The steel elements of the wall anchorage systems and continuity ties shall be designed by the allowable stress design method using a load factor of 1.7. The 1/3 stress increase permitted by 1976 UBC Section 1603.5 shall not be permitted for materials using allowable stress design methods. The strength design specified in 1994 UBC Section 1925.2, using a load factor of 2.0 in lieu of 1.4 for earthquake loading, shall be used for design of embedments in concrete. Wall anchors shall be provided to resist out-of-plane forces, independent of existing shear anchors.

EXCEPTION: Existing cast-in-place shear anchors may be used as wall anchors if the tie element can be readily attached to the anchors and if the engineer or architect can establish tension values for the existing anchors through the use of approved as-built plans or testing, and through analysis showing that the bolts are capable of resisting the total shear load while being acted upon by the maximum tension force due to earthquake. Criteria for analysis and testing shall be determined by the Building Division.

Expansion anchors are not allowed without special approval of the Building Division. Attaching the edge of plywood sheathing to steel ledgers is not considered as complying with the positive anchoring requirements of this Section; and attaching the edge of steel decks to steel ledgers is not considered as providing the positive anchorage of this Section unless testing and analysis are performed that establish shear values for the attachment perpendicular to the edge of the deck.

9-1-16-200.11.3: DEVELOPMENT OF ANCHOR LOADS INTO THE DIAPHRAGM:
Development of anchor loads into roof and floor diaphragms shall comply with 1994 UBC Section 1631.2.9.3.

EXCEPTION: If continuously tied girders are present, then the maximum spacing of the continuity ties is the greater of the girder spacing or 24 feet. In wood diaphragms, anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers, top plates or framing be used in cross-grain bending or cross-grain tension. The continuous ties required by 1976 UBC Section 1633.2.9.4 shall be in addition to the diaphragm sheathing.

Lengths of development of anchor loads in wood diaphragms shall be based on existing field nailing of the sheathing unless existing edge nailing is positively identified on the original construction plans or at the site.

At reentrant corners, continuity collectors may be required for existing return walls not designed as shear walls, to develop into the diaphragm a force equal to the lesser of the rocking or shear capacity of the return wall, to the tributary shear by not exceeding the capacity of the diaphragm. Shear anchors for the return shall be commensurate with the collector force. If a truss or beam other than rafters or purlins is supported by the return wall or by a column integral with the return wall, an independent secondary column is required to support the roof or floor members whenever rocking of shear capacity of the return wall is governing.

The design for the seismic deflection of return walls, and fins/canopies at entrances, shall insure deflection compatibility with the diaphragm by either seismically isolating the element or attaching the element and integrating its load into the diaphragm.

9-1-16-200.11.4: ANCHORAGE AT PILASTERS:
Anchorage of pilasters shall be designed for the tributary wall anchoring load pursuant to Section 9-1-16-200.11.1, considering the wall as a two-way slab. The pilasters or the walls immediately adjacent to the pilasters shall be anchored directly to the roof framing such that the existing vertical anchor bolts at the top of the pilasters are by-passed without causing tension or shear failure at the top of the pilasters.

EXCEPTION: If existing vertical anchor bolts at the top of the pilasters are used for the anchorage, then additional exterior confinement shall be provided.

The minimum anchorage at a floor or roof between the pilasters shall be that specified in Section 9-1-16-200.11.1 of this Section.

9-1-16-200.11.5: SYMMETRY:
Symmetry of connectors in the anchorage system is required. Eccentricity may be allowed when it can be shown that all components of forces are positively resisted and justified by calculations or tests.

9-1-16-200.11.6: MINIMUM ROOF MEMBER SIZE:
Wood members used to develop anchorage forces to the diaphragm must be at least 3x for new construction and replacement. All such members must be checked for gravity and earthquake as part of the wall anchorage system. For existing buildings, the member check shall be without the 1/3 stress increase pursuant to Section 9-1-16-200.11.2.

9-1-16-200.11.7: COMBINATION OF ANCHOR TYPES:
To repair and retrofit existing buildings, a combination of different anchor types of different behavior or stiffness shall not be permitted. The capacity of the new and existing connectors cannot be added.

9-1-16-200.11.8: PROHIBITED ANCHORS:
Usage of connectors that were bent and/or stretched from the intended use shall be prohibited.

9-1-16-200.11.9: CRACK AND DAMAGE REPAIRS, EVALUATION OF EXISTING STRUCTURAL ALTERATIONS:
The engineer shall report any observed structural conditions and structural damage that have imminent life safety effects on the buildings and recommend repairs. Evaluations and repairs shall be reviewed and approved by the Building and Safety Division. The engineer shall also evaluate the effects of alterations such as openings cut in existing wall panels without a permit that may present immediate life safety hazard and correct when necessary.

9-1-16-200.11.10: MISCELLANEOUS:
Existing mezzanines relying on the tilt-up walls for vertical and/or lateral support shall be anchored to the walls for the tributary mezzanine load. Walls depending on the mezzanine for lateral support shall be anchored per Sections 9-1-16-200.11.1, 9-1-16-200.11.2 and 9-1-16-200.11.3.

EXCEPTION: Existing mezzanines that have independent lateral and vertical support need not be anchored to the walls. Existing interior masonry or concrete walls not designed as shear walls, that extend to the floor above or to the roof diaphragm shall also be anchored for out-of-plane forces per Sections 9-1-16-200.11.1, 9-1-16-200.11.2 and 9-1-16-200.11.3 of this Code. In the in-plane direction, the walls may be isolated or shall be developed into the diaphragm for a lateral force equal to the lesser of the rocking or shear capacity of the wall, or the tributary shear but not exceeding the diaphragm capacity.

9-1-16-200.12: MATERIALS OF CONSTRUCTION:
All materials permitted by this Code, including their appropriate allowable stresses and those existing configurations of materials specified in this Code, may be utilized to meet the requirements of this Section.

9-1-16-200.13: INFORMATION REQUIRED ON PLANS:
The plans shall accurately reflect the results of the engineering investigation and design and show all pertinent dimensions and sizes for plan review and construction. In addition to the seismic analysis required elsewhere in this Section, the licensed engineer or architect responsible for the seismic analysis of the building shall record the following on the approved plans:

A. Floor plans and roof plans shall show existing framing construction, diaphragm construction, proposed wall anchors, cross-ties and collectors. Existing nailing, anchors, ties and collectors shall also be shown on the plans if these are part of the design, and these structural elements need to be verified in the field.

B. At elevations where there are alterations or damage, details shall show roof and floor heights, dimensions of openings, location and extent of existing damage, and proposed repair.

C. Typical wall panel sections with panel thickness, height, location of anchors shall be provided.

D. Details shall include existing and new anchors and the method of development of anchor forces into the diaphragm framing; existing and/or new cross-ties; existing and/or new or improved support of roof and floor girders at pilasters or walls.

TABLE NO. 9-1-16-200-A RATING CLASSIFICATIONS Classification/Occupant Load		
Group I 300 or more	Group II 30 to 299	Group III less than 30

TABLE NO. 9-1-16-200-B TIME LIMITS FOR COMPLIANCE		
Obtain Building Permit Within	**Commence Construction**	**Complete Construction**
365 days	545 days	Three years

TABLE NO. 9-1-16-200-C SERVICE PRIORITIES Rating/Minimum Time Period Classification Before Service of Compliance Order		
Group I 30 days	Group II 1 year	Group III 2 years

DIVISION 3. VOLUNTARY PRESCRIPTIVE PROVISIONS FOR SEISMIC STRENGTHENING OF CRIPPLE WALLS AND SILL PLATE ANCHORAGE OF LIGHT, WOOD-FRAME RESIDENTIAL BUILDINGS

9-1-16-A300: ADOPTION OF CODE:
Appendix A - Chapter A3 of Part 10 of Title 24 of the California Code of Regulations, also known as the “California Existing Building Code,” which is part of the California Building Standards Code, 2025 Edition, is hereby adopted without local amendments by the City of Burbank and made a part of this Code for promoting public welfare and safety by reducing the risk of earthquake-induced damage to existing wood-frame residential buildings.

DIVISION 4. MANDATORY EARTHQUAKE HAZARD REDUCTION IN EXISTING WOOD FRAME RESIDENTIAL BUILDINGS WITH SOFT, WEAK OR OPEN-FRONT WALL LINES

9-1-16-400.1: PURPOSE:

The City of Burbank is located within the most seismically active area of the country exposing structures to the highest risk of damage due to earthquakes. The City is located in close proximity to the Verdugo Fault, Hollywood Fault, and the San Andreas fault and

is therefore susceptible to the geological conditions of earthquake faults. The resulting structural damage in such areas can be severe.

The 1994 Northridge Earthquake caused considerable damage to buildings and structures located in the City of Burbank. Experts expect a massive earthquake on one of the faults under the City within the next 30 years and several earthquakes similar in intensity to the Northridge Earthquake during that same period.

The damage to buildings could expose occupants of these buildings to a potential life-safety risk in future earthquakes. The City of Burbank must protect its population and property and enforce the Building Code so as to provide effective protection for its citizens.

Recent earthquakes, including the 1994 Northridge event, have demonstrated deficiencies in the structural performance of existing wood-framed multi-story buildings with soft, weak, or open front walls. More recent Building Codes have incorporated revisions to the seismic requirements that apply to the design and construction of new or altered buildings but did not mandate retrofit of existing “nonconforming” buildings that predated the revisions.

Pre-1978 buildings of this type are considered potentially hazardous and prone to significant damage, particularly along certain lines of the building at the ground floor, in moderate to major earthquakes. These buildings may lack adequate strength in these susceptible areas to prevent collapse.

The purpose of this section is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on existing wood-framed multi-story buildings with soft, weak, or open front walls designed under the building codes in effect prior to the adoption of the 1978 California Building Standards Code. Such buildings have been categorized, based on past earthquakes, as being potentially hazardous and prone to significant damage, including possible collapse, in a moderate to major earthquake.

The provisions of this section are minimum standards for structural seismic resistance established primarily to reduce the risk of life loss or injury on both subject and adjacent properties. The requirement for compliance with these standards does not preclude the utilization, at the building owner’s option and expense, of more extensive strengthening method that might further prevent or limit loss of life or injury or building damage. This section shall not require existing electrical, plumbing, mechanical or fire-safety systems to be altered unless they constitute a hazard to life or property.

This section provides for the identification and classification of existing wood-framed multi-story buildings with soft, weak, or open front walls based on the current use of the building. Time periods and standards are also established under which these buildings

are required to be structurally analyzed and strengthened for seismic resistance. Where the analysis determines structural deficiencies, this section requires the building to be strengthened.

9-1-16-400.2: SCOPE:

The provisions of this section shall apply to wood-framed multi-story residential-use buildings designed under building codes in effect prior to January 1, 1978, which, on the effective date of this section, have soft, weak, or open front walls at the ground floor as defined herein.

Single-family or duplex residential structures that qualify as Occupancy Group R-3 per the Building Code are exempt from the requirements of this section.

Notwithstanding any provision of the Building Code, compliance with this section shall not require existing electrical, plumbing, mechanical or fire-safety systems to be altered to comply with existing code unless they constitute a hazard to life or property. The existing electrical, plumbing, mechanical or fire-safety components shall comply with the Building Code if the seismic retrofit interferes with or alters any of these components.

9-1-16-400.2.1: RECIPROCITY:

Buildings that have been voluntarily retrofitted pursuant to Ordinance No. 3487 or 9-1-16-A400, prior to the effective date of this ordinance, are exempt from the requirements of this section. In such cases, the building owner shall submit permit documentation supplementing the screening report that validates that the building has been retrofitted and a building permit has been finalized for a soft, weak, or open front walls condition at the ground floor as defined herein.

9-1-16-400.3: DEFINITIONS:

Notwithstanding the applicable definitions, symbols and notations in the Building Code, the following definitions shall apply for the purposes of this section:

BUILDING CODE: refers to the current Building Code adopted by the City of Burbank.

ENGINEERING ASSESSMENT REPORT: is a report prepared by a civil or structural engineer or architect licensed by the State of California which shall include detailed and dimensioned drawings of the existing building and structural analysis of the existing conditions with supporting calculations to clarify the presence or absence of soft, weak, or open-front wall conditions of the subject building.

GROUND FLOOR: is any floor within the wood-frame portion of a building whose elevation is immediately accessible from an adjacent grade by vehicles or pedestrians. The ground floor portion of the structure does not include any floor that is completely below adjacent grades.

OPEN-FRONT WALL LINE: is an exterior wall line lacking sufficient vertical elements of the lateral force-resisting system, which then requires tributary seismic forces to be resisted by diaphragm rotation or requires excessive cantilever beyond parallel lines of shear walls. Diaphragms that cantilever more than twenty five percent (25%) of the distance between the first two adjacent parallel lines of lateral force resisting elements from which the diaphragm cantilevers shall be considered excessive. Cantilevers shall not exceed more than six feet. Diaphragm cantilevers or exterior balconies of 6 feet or less in width shall not be considered excessive cantilevers.

OWNER OR BUILDING OWNER: is the person, individual(s), agent, firm, corporation, or entity having legal possession, equitable interest in the property, or rights to sanction evaluation or retrofit of a building.

RETROFIT: is an improvement of the seismic lateral force resisting system by alteration of the existing structural elements or addition of new structural elements.

SCREENING REPORT: is a city-standardized form completed and submitted by the building owner or their representative that identifies the appropriate construction, use, and other relevant characteristics of the subject building to confirm applicability of this ordinance.

SEISMIC DESIGN GUIDELINES: are current guidelines developed by the Building Official, which are intended to calibrate, delineate and detail technical requirements to be used for the retrofitting of buildings subject to this section.

SEISMIC RETROFIT CONSTRUCTION COSTS: are all costs directly related to the construction required to retrofit a building to comply with requirements of this section, including labor, material, equipment, and contractor services. The costs shall not include: project management fees and expenses, architectural and engineering fees, testing and inspections fees, or permitting and processing fees.

SOFT WALL LINE: is a wall line, the lateral stiffness of which is less than what is required by story drift limitations or deformation compatibility requirements of this section. In lieu of the engineering analysis required by this section to determine whether a wall line’s lateral stiffness is less than the aforementioned story drift limitations or deformation compatibility requirements, a soft wall line may be defined as a wall line in a story where the wall stiffness is less than seventy percent (70%) of the stiffness of the exterior wall above for the direction under consideration.

STORY: as used in this section, is defined as the portion of a structure between the tops of two successive finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the roof structural element, but also includes any basement or underfloor space of a building exceeding four feet in height.

STORY STRENGTH: is the total strength of all seismic-resisting elements sharing the same story shear in the direction under consideration.

WALL LINE: is any length of a wall along a principal axis of the building used to provide resistance to lateral loads.

WEAK WALL LINE: is a deficiency of a Wall Line at the Ground Floor in which the wall strength is less than eighty percent (80%) of the strength of the wall above in the direction under consideration.

9-1-16-400.4: COMPLIANCE REQUIREMENTS:

A. Upon the issuance of an order as identified in this section, for each building structure identified in that order, the following requirements apply:

1. The owner or appropriate representative of each building within the scope of this section shall be responsible for the completion and submission of a screening report which addresses and clearly identifies all relevant characteristics of the subject building; and

2. The owner shall cause the building to be structurally altered to conform to such standards at their own cost. The owner shall engage a civil or structural engineer or architect licensed by the State of California to prepare, stamp, and sign the following for submission to the City:

a. A structural analysis with calculations for proposed structural alterations of the building necessary to comply with the minimum requirements of this section; and

b. Construction documents that include all plans, notes, details, and specifications that fully identify the requirements of the necessary construction efforts for compliance with this section.

B. After plans are submitted and approved by the Building Official, the owner shall obtain a building permit to commence and complete the required construction within the time limits set forth in this section. These time limits shall begin to run from the date the compliance order is served, January 10, 2025.

9-1-16-400.5: TIME PERIOD FOR COMPLIANCE:

Within the timeframes specified in Table 9-1-16-400.5 from the date the order is issued, January 10, 2025, the Owner of any building that is subject to the provisions of this section is responsible for ensuring the completion of the appropriate scope of work. The screening form shall demonstrate whether the structure conforms to the earthquake design provisions contained in this section. Minimum form requirements shall be as specified by the Building Official. Buildings determined to be outside of the scope of this section based on the screening form, shall not be required to be retrofitted.

Table 9-1-16-400.5

SOFT-STORY SEISMIC RETROFIT COMPLIANCE TIMELINE

Milestone	Submit Screening Form	Submit Engineered Plans	Plans Approved	Obtain Permit and Begin Construction	Complete Construction
Time from Notice Date – January 10, 2025	1 year – January 12, 2026	2 years – January 11, 2027	3 years – January 10, 2028	4 years – January 10, 2029	5 years – January 10, 2030

9-1-16-400.6: COMPLIANCE ORDER:

9-1-16-400.6.1: ISSUANCE OF ORDER:

When the Building Official determines that a building is within the scope of this section, the Building Official shall issue an order as described in Section 9-1-16-400.6.2 to the Owner of the building.

9-1-16-400.6.2: CONTENTS OF ORDER:

The order shall specify that the Building Official has determined that the subject structure is within the scope of this section and may therefore be required to meet the seismic strengthening provisions of this section. The order shall set forth the Owner's alternatives and time limits for compliance with this section.

9-1-16-400.6.3: SERVICE OF ORDER:

The order shall be in writing and shall be sent via USPS Certified mail in a sealed envelope, postage prepaid, and addressed to the Owner as shown on the last equalized assessment roll.

9-1-16-400.6.4: FAILURE TO RECEIVE ORDER:

Failure of any Owner to receive an order as indicated in this section shall not relieve the Owner from compliance with this section.

9-1-16-400.6.5: APPEAL/EXEMPTION FROM ORDER:

Upon completion of the screening report confirming applicability of the ordinance, the owner may appeal the Building Official's determination. If the building is presumed to not be subject to this section due to a lack of any soft, weak, or open-front wall lines, an engineering assessment report may be prepared by a civil or structural engineer or architect licensed by the State of California and submitted to the Building Official for consideration of acceptance, at the owner's expense. If the engineering assessment finds that the building does not meet the criteria of a soft, weak, or open front along any of the grade-level wall lines, an engineering exemption may be requested. The Building Official shall review completed engineering assessment reports to determine if an engineering exemption is warranted and provide a decision of approval or denial to the owner in writing. The decision of the Building Official regarding the engineering exemption shall be served on the Owner in compliance with section 9-1-14-400.6.3.

9-1-16-400.6.6: RECORDATION:

If an Owner of a building that has been determined to be within the scope of this Article has failed to comply with the requirements of this section within the time limits provided in Table A, the Building Official may record in the office of the Los Angeles County Recorder a certificate stating that the subject building is within the scope of this Article and requires seismic retrofit.

Once the building has been retrofitted to comply with this section, the Building Official shall record a Certificate indicating that the subject building no longer is in violation of this section.

9-1-16-400.6.6: EXTENSIONS:

At any point after the completion of the screening report and the construction plans have been submitted and approved, an owner of a building may apply to the Building Official for an extension of the construction time limits as stated in this section. The Building Official may grant one or more extensions of additional time, for periods not more than 180 days each, to comply with the requirements of this section, so long as the Owner provides the following: 1) the Owner has demonstrated a good faith effort to meet the

requirements of this section; and 2) the Owner includes a proposed schedule for the remaining scope of work for the project. The granting of an extension shall not exempt nor postpone compliance with the provisions set forth section 9-1-16-400.7 or 9-1-16-400.12.2.

9-1-16-400.7: OCCUPANCY AND TENANT ADVISORY:

9-1-16-400.7.1: NOTICE OF ORDER:

The owner or person in charge or control of a building within the scope of this section shall, within 1 year after the service of a compliance order, post in a conspicuous place at the entrance of the building, on a sign not less than 8-1/2" x 11", the following statement, printed in not less than 30-point bold type:

The City of Burbank has ordered the owner of this building to bring the building into compliance with the provisions of Burbank Municipal Code section 9-1-16-400, which relate to earthquake safety.

The sign shall remain posted until the structural alterations bringing the building into compliance with the provisions of this section are completed and approved by the Building Official. If the Building Official approves an exemption that demonstrates that a building is not subject to the provisions of this section, these sign requirements shall no longer be applicable to that building.

9-1-16-400.7.2: NOTICE OF CONSTRUCTION:

Upon issuance of the building permit, the owner or person in charge or control of a building within the scope of this section shall post a notice that includes the information for the project as determined by the City, including the scope of work, expected duration, contact information for a representative of the contractor, and construction hours. The text format, signage size, and signage location shall be approved by the Building Official.

9-1-16-400.8: ANALYSIS AND DESIGN:

9-1-16-400.8.1: SCOPE OF ANALYSIS:

As required by this section, the alteration, repair, replacement or addition of structural elements and their connections shall meet the minimum strength and stiffness requirements in conformance with the current Building Code except as modified herein. The lateral-load-path analysis shall include the load-resisting elements and connections from the horizontal wood diaphragms immediately above any soft, weak, or open wall

lines to and including the foundation. Stories above the soft, weak, or open wall lines shall be considered in the analysis but need not be modified. Engineer shall investigate existing conditions as applicable for the required analysis including performing initial material testing and verification of existing conditions. Minimum investigation requirements shall be specified by the Building Official.

9-1-16-400.8.2: DESIGN BASE SHEAR AND DESIGN PARAMETERS:

The design force in a given direction shall not be less than 75% of the design base shear as determined based on the seismic provisions of ASCE 7 and design provisions as specified by the current Seismic Design Guidelines. The structure shall be analyzed and/or strengthened in order to mitigate each soft, weak, or open-front wall line deficiency as defined in 9-1-16-400.3.

9-1-16-400.8.3: LIMITATIONS TO LATERAL FORCE-RESISTING SYSTEMS:

Strengthening systems with concrete shear walls, masonry shear walls, or steel braced frames shall not be permitted unless a full story analysis is performed and includes the proper consideration of actual diaphragm stiffness torsional behavior.

9-1-16-400.8.4: HORIZONTAL STRUCTURAL IRREGULARITIES IN BUILDINGS WITH 3 OR MORE STORIES:

Structures with three or more stories and having horizontal structural irregularities of type 2, 3, 4, or 5 as listed in ASCE 7 Table 12.3-1 (“Horizontal Structural Irregularities”) shall be altered to meet the additional requirements of those sections referenced in the table for the soft, weak, or open-front wall lines being considered.

9-1-16-400.8.5: ALTERNATIVE ANALYSIS, BASE SHEAR, AND DESIGN PARAMETERS:

The Building Official may approve alternate analysis and/or design methodologies that meet the same performance intent as those prescribed by this Article and that achieve the objectives established by this section. Design criteria shall be submitted to the Building Official for review and approval prior to submission of plans.

Alternatively, the structure may be retrofitted per Appendix A4 of the California Existing Building Code, provided the entire Story is analyzed and/or strengthened in order to mitigate each soft, weak, or open-front wall line deficiency as defined in 9-1-16-400.3.

9-1-16-400.8.6: STORY DRIFT LIMITATIONS:

The calculated story drift for each retrofitted wall line shall not exceed the allowable deformation compatible with all vertical load-resisting elements and 0.025 times the story height. Drift calculations shall be in accordance with ASCE 7 requirements and design provisions as approved by the Building Official.

9-1-16-400.8.7: POLE/CANTILEVER COLUMN SYSTEMS:

For retrofitted systems where the lateral resistance along a soft, weak, or open-front wall line is provided by pole/cantilever column elements, a minimum of two pole/columns elements are required separated by a minimum clear distance of 8-feet.

The effects of rotation and soil stiffness shall be included in the calculated story drift where lateral loads are resisted by vertical elements where required depth of embedment is determined by pole formulas or as specified by an approved geotechnical investigation report.

9-1-16-400.8.8: ELEMENTS NOT PART OF THE LATERAL FORCE-RESISTING SYSTEM:

The requirements of the Building Code shall apply, except as modified herein. All structural framing elements along and immediately adjacent to the retrofitted lines and their connections where not required by the design to be part of the lateral force resisting system shall be designed and detailed to be adequate to maintain support of design dead plus live loads when subject to the expected deformations caused by seismic forces. The stress analysis of cantilever columns shall use an effective length factor of 2.1 for the direction normal to the axis of the beam.

9-1-16-400.8.9: TIES, CONTINUITY, AND COLLECTORS:

All parts of the structure included in the scope of analysis shall be interconnected and the connections shall be capable of resisting the seismic forces created by the parts being connected in accordance with the current Building Code.

9-1-16-400.8.10: ANCHORAGE OF CONCRETE OR MASONRY STRUCTURAL WALLS TO DIAPHRAGMS:

When using new masonry or concrete walls to meet the requirements of this section, proper in-plane and out-of-plane anchorage of walls into the diaphragm shall be provided in accordance with the current Building Code.

9-1-16-400.9: OTHER DEVELOPMENT STANDARDS:

Other applicable development standards within this Code shall remain in effect for proposed retrofits required to bring a structure into compliance with this section. Any proposed deviations from established development standards must be presented in writing and on appropriate construction documents. The acceptability of any deviations shall be at the discretion of the Building Official.

9-1-16-400.10: INFORMATION REQUIRED ON PLANS:

9-1-16-400.10.1: GENERAL:

For existing and new construction, the plans and specifications shall be of sufficient clarity to indicate the nature, design methodology, and extent of the proposed work and to show in detail that it will conform to the provisions of this section and other applicable sections of the Building Code.

9-1-16-400.10.2: ENGINEER'S STATEMENT:

The responsible engineer or architect shall provide the following statements on the approved plans:

I am responsible for designing this building's seismic strengthening in compliance with the minimum standards of the Mandatory Earthquake Hazard Reduction in Existing Wood Frame Residential Buildings with Soft, Weak, or Open-Front Wall Lines (Title 9, Chapter 1, Article 16, Division 4).

9-1-16-400.10.3: OWNER'S STATEMENT:

Unless the entire building has been evaluated and retrofitted as needed to meet the full intent of the current Building Code, the Owner shall provide and sign the following statement on the cover of the drawings:

I, _____, understand the seismic evaluation and strengthening performed under this project complies with the Mandatory Earthquake Hazard Reduction in Existing Wood Frame Residential Buildings with Soft, Weak, or Open-Front Wall Lines (Title 9, Chapter 1, Article 16, Division 4) which is intended to improve the performance of the building during a seismic event. I understand the entire building has not been evaluated nor strengthened for other potential structural deficiencies that may cause a life safety concern, injury, or property damage risk resulting from a seismic event.

9-1-16-400.10.4: QUALITY CONTROL AND ASSURANCE REQUIREMENTS:

The approved plans shall include notes which clearly identify all project-specific requirements for material testing, special inspections, structural observations, and the proper installation of newly added materials.

9-1-16-400.11: QUALITY ASSURANCE:

9-1-16-400.11.1: STRUCTURAL OBSERVATIONS:

All structures regulated by this section require structural observation during construction. The Owner shall employ the engineer or architect responsible for the structural design, or another engineer or architect designated by the engineer or qualified architect responsible for the structural design, to perform structural observation as defined in the Building Code.

9-1-16-400.11.2: SPECIAL INSPECTIONS:

Special inspections shall be provided as required by the Building Code. Additional inspections shall be noted on drawings as required by Building Official.

9-1-16-400.12: VIOLATIONS/PENALTIES:

9-1-16-400.12.1: VIOLATIONS:

It shall be unlawful for any person to own, use, occupy or maintain any building or structure or portion thereof, or cause the same to be done, contrary to, or in violation of, any of the provisions of this section. Violations of this section are subject to the provisions of 1-1-105 of this code.

If the owner of the subject building fails to comply with any order issued by the Building Official pursuant to this section within any of the time limits set forth in 9-1-16-400.5, or within any additional time limits as may have been granted per this section, the subject building shall be deemed to be in violation and subject to penalties per 9-1-16-400-12.3.

9-1-16-400.12.2: RECORDATION OF VIOLATIONS:

Pursuant to violations of this section, the Building Official may record in the office of the Los Angeles County recorder a certificate stating that the subject building is in violation of the terms of this section and requires seismic retrofit.

Once the building has been retrofitted to comply with this section, the Building Official shall record a Certificate indicating that the subject building no longer is in violation of this section.

9-1-16-400.12.3: PENALTIES:

In addition to the penalties provided in Section 1-1-105 of this code, any condition caused or permitted to exist in violation of this section shall be subject to 1-1-108 of this code and issuance of administrative citations as established in 1-1-108.1 of this code. The Building Official may order that the building be vacated until the building is in compliance.

9-1-16-400.13: APPLICABILITY/SERVICEABILITY:

9-1-16-400.13.1: INTERNAL CONFLICTS:

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sub-sections of this section specify different materials, methods of construction, or other requirements, the most restrictive shall govern.

9-1-16-400.13.2: OTHER LAWS:

The provisions of this section shall not be deemed to nullify any provisions of local, state or federal law.

9-1-16-400.13.3: CODES AND REFERENCES:

The provisions of the codes and standards referenced in this section shall be considered part of the requirements of this section to the prescribed extent of each such reference. Where there are conflicts between the provisions of this section and the provisions of any referenced code or standard, the provisions of this section shall apply.

9-1-16-400.14: COSTS RECOVERY:

9-1-16-400.14.1: PASS-THROUGH COSTS:

Upon completion of seismic retrofit work and finalization of the corresponding building permit, property owners are authorized to implement a temporary surcharge to recover up to 50% of total seismic retrofit construction costs divided equally among all rental units. The monthly surcharge applied to each unit shall not exceed $51 per unit and may be collected for a maximum period of 120 months. In no event shall the surcharge be levied beyond 120 months from when the date the building permit for the retrofit is finalized.

Before implementing any surcharge to recover seismic retrofit construction costs, property owners must provide written notification to tenants containing the following information:

a. The total seismic retrofit construction costs incurred.

b. The specific amount of the pass-through surcharge.

c. The duration for which the surcharge will be collected.

Property owners are responsible for maintaining accurate and comprehensive records that justify and track the surcharge and must disclose the surcharge as a separate line item on new leases. Such records must be available for inspection as necessary by relevant authorities.

DIVISION 5. EARTHQUAKE DAMAGE REPAIR OF WELDED STEEL MOMENT FRAME BUILDINGS

9-1-16-500: EARTHQUAKE DAMAGE REPAIR OF WELDED STEEL MOMENT FRAME BUILDINGS:

9-1-16-500.1: PURPOSE:

The City of Burbank is within CBC Seismic Zone 4. This zone is the highest risk for damaging earthquakes. Approximately 30 percent of the City is categorized as an "Active Fault Near Source Zone" (ICBO, California Department of Conservation-Division of Mines and Geology). The Near-Source Zone is an area within two kilometers of an active fault (Class A or B) capable of producing a major earthquake. The Verdugo Fault and the Hollywood Fault are the near-source influences for the City (both are Class B faults). A

Near-Source Zone is subject to the largest and most damaging ground acceleration and velocity produced in a seismic event. The resulting structural damage in a near-source zone is generally severe.

The 1994 Northridge Earthquake caused considerable damage to buildings and structures located in the City of Burbank. Experts expect a massive earthquake on one of the faults under the City within the next 30 years and several earthquakes similar in intensity to the Northridge Earthquake during that same period.

Studies have been conducted on the earthquake damage by structural engineers from numerous state and city agencies and the Structural Engineers Association of Southern California (SEAOSC). These engineers have determined that welded steel moment frame buildings located in earthquake-damaged areas were severely impacted by the Northridge Earthquake and its aftershocks.

Section 9-1-16-500 is in response to the discovery of unexpected and unprecedented damage to welded steel moment frame (WSMF) structures in the Northridge Earthquake. This serious damage was revealed only after detailed structural inspections were performed. In many cases, buildings with significant structural damage showed no outward signs of distress. Given the lack of visual and superficial clues, such as a permanent drift or damaged architectural elements, property owners and building occupants are unaware of the risk to safety and the serious consequences of hidden damage to welded steel moment frames.

Inspection of the WSMF building stock in the City of Los Angeles revealed significant and widespread damage due to the Northridge Earthquake of 1994, when evaluated in accordance with SAC/FENIA guidelines. Sixty percent, or 150, of the buildings within the scope of the City of Los Angeles Repair Ordinance had significant WSMF structural damage requiring repairs. The buildings in Burbank were subjected to similar earthquake forces and ground motions as these damaged buildings in Los Angeles. A building with a damaged WSMF has little or no capacity to resist further earthquake forces.

The Building Code does not allow a welded steel moment frame building to be maintained with damaged connections. It is necessary to insure that repairs to these welded steel moment frame buildings are performed in an expeditious manner.
The damage to these welded steel moment frame buildings could expose occupants of these buildings to potential life-safety risks in future earthquakes, and the City of Burbank must protect its population and property and enforce the Building Code so as to provide effective protection to all its citizens.

Thus, the purpose of this ordinance is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on welded steel moment frame buildings.

9-1-16-500.2: SCOPE:

Section 9-1-16-500 shall be applicable to buildings of more than one story of welded steel moment frame design if construction of the building began before January 17, 1994, provided, however, that the following buildings are exempt from the requirements of this Section 9-1-16-500:

A. Any single-family dwelling (CBC R-3 occupancy),

B. Detached one- or two-story dwellings of CBC R-I occupancy, and

C. Detached apartment houses containing fewer than five dwelling units and used solely for residential purpose.

9-1-16-500.3: DEFINITIONS:

CONNECTION: Combination of joints used to transmit forces between two or more members categorized by the amount and type of force transferred (moment, shear, end reaction).

NON-DESTRUCTIVE TESTING: An approved in-situ procedure for examining material continuity, including but not limited to: Liquid Dye Penetrant Test, Magnetic Particle Test, Radiographic Test, Ultrasonic Test.

STRUCTURAL ENGINEER: A person authorized to use the title of structural engineer under Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code.

WELDED STEEL MOMENT FRAME: A plane (or nearly so) frame structure deriving lateral load stability from rigid interconnection of the beams and columns. Rigid connections may consist either of fully welded connections or connections which are partially welded and bolted. This includes both ordinary moment-resisting frames and special moment-resisting frames as defined by the California Building Code.

9-1-16-500.4: INSPECTION AND REPAIR REQUIRED:

A. Structural Analysis and Inspection Report.

The owner of each building within the scope of this Section 9-1-16-500 shall, upon service of an inspection order, cause a structural analysis and inspection report of the building to be prepared by a structural engineer.

The structural analysis and inspection report shall contain the results of an analytical or numerical analysis of the building with the number and location of connections identified as requiring inspection based on the results of such analysis. The number and location of connections to be inspected shall be selected by the structural engineer and approved by the Building Official prior to inspection.

Inspection and test procedures shall follow guidelines established by the Federal Emergency Management Agency (FEMA), Applied Technology Council (ATC), and SAC Steel Project. The Building Official shall verify the analysis and inspection procedures comply with these guidelines.

The final structural analysis and inspection report shall include the result of any nondestructive tests and the results of other approved methods of testing connections, shall state whether or not the building has damage to these connections, and shall identify the damaged connections.

If no repairs are indicated in the structural analysis and inspection report, the report shall demonstrate that the building's welded steel moment frame structural elements are without damage that may reduce the moment resisting capacity of the structural elements below the building's original minimum design requirements.

If the structural analysis and inspection report indicate that the welded steel moment frame structure of the building is damaged, the report shall include plans and procedures prepared by a structural engineer for the repair of such damage. The repair plans shall indicate the repairs necessary for the structure to meet the standards for strength under which the building was originally designed.

The structural analysis and inspection report must be submitted to the Building Official within 12 months after the service of an inspection order. The structural analysis inspection report is subject to approval by the Building Official.

B. Repair of Damage.
If the structural analysis and inspection report indicates that the welded steel moment frame structure of the building is damaged, the owner of such building shall cause the structure to be repaired to the standards for strength under which the building was originally designed. After repair plans are submitted and approved by the Building Official, the owner shall, within 18 months of the service of the inspection order, obtain a building permit for the necessary repairs. The repairs shall be completed within 24 months after the service of the inspection order.

9-1-16-500.5: TYPES OF DAMAGE:
Types of damage which may reduce the moment resisting capacity of welded steel moment frame structures below minimum design safety criteria include but are not limited to:

A. Column to beam connection weld discontinuities detectable by visual inspection or non-destructive testing that are not termed defects per the criteria given in the Welding Code. Weld defects resulting in discontinuity and loss of connection strength below design criteria. Cracked or damaged shear tab or weld.

B. Panel zone damage such as fracture, buckle, or yield of continuity plate, yield or ductile deformation of web, full or partial depth fracture in web or doubler plate, severed column.

C. Incipient flange crack, flange tearout or divot, lamellar flange tearing, column splice failure, buckled flange, full or partial flange crack in or outside of heat affected zone.

9-1-16-500.6: NO ALTERATIONS PERMITTED UNTIL BUILDING REPAIRED:
Once an inspection order has been served, buildings within the scope of this Section 9-1-16-500 may not be structurally altered, remodeled or added to without first complying with the provisions of this Section 9-1-16-500, unless the Building Official determines that the alteration is minor in nature.

9-1-16-500.7: INSPECTION ORDER:
A. The Building Official shall issue a written inspection order to the record owner of each building within the scope of this Section 9-1-16-500 and shall also mail a copy to the person, if any, occupying or otherwise in real or apparent charge and control of the building.

B. The order shall be served either personally or by mail and shall contain:

1. The street address and legal description sufficient for identification of the building.
2. A statement that the Building Official has found the building to be within the scope of Section 9-1-16-500.
3. An order to prepare and submit to the Building Official a structural analysis and inspection report as required pursuant to Section 9-1-16-500.4.
4. A statement specifying the appeal rights of the owner as contained in Section 9-1-16-500.9.

C. The order shall be served and contents recorded in accordance with the provisions of Subsections (c), (d), (e), and (f) of Article 13 of this Code.

9-1-16-500.8: REPAIR ORDER:
A. The Building Official shall issue a written repair order to the record owner of a damaged building directing the owner to repair any damage to the Welded Steel Moment Frame based on the structural analysis and nondestructive testing recommendations approved by the Building Official and shall mail a copy of such repair order to the person, if any, occupying or otherwise in real or apparent charge and control of the building.

B. The repair order shall be served either personally or by mail and shall contain:

1. The street address and legal description sufficient for identification of the building.

2. A statement that the Building Official has found the building to be within the scope of Section 9-1-16-500.
3. An order to secure permits, physically commence, and to complete all work necessary to meet the repair recommendations proposed in the approved structural analysis and inspection report.
4. A statement specifying the appeal rights of the owner as contained in Section 9-1-16-500.9.

C. The order shall be served and contents recorded in accordance with the provisions of Article 13 of this Code.

9-1-16-500.9: APPEAL FROM ORDERS:

A. The owner may request that the Building Official reconsider the Building Official's determination that the building is within the scope of this Section 9-1-16-500 by submitting building plans to the Building Official that clearly establish that the building's structural systems and connections are not of welded steel moment frame design. Further, the owner may appeal the Building Official's determination that the building is within the scope of this Section 9-1-16-500 to the Board of Building and Fire Code Appeals. Reasons for a building's exemption from this Section 9-1-16-500 shall be limited to:
   1. the building is not of welded steel moment frame design; or
   2. construction of the building began after January 17, 1994.

   Such appeal shall be filed within 60 calendar days from the service of the inspection order and shall clearly and concisely state the grounds for such appeal. Any materials that the appellant wishes considered by the Board shall be submitted to the Board 14 calendar days before the hearing. If no request for reconsideration and no appeal are filed within 30 days of the service of the inspection order, the building shall be considered to be within the scope of this Section 9-1-16-500.

B. Appeals or requests for modification from any other determinations, orders, or actions of the Building Official pursuant to this section shall be made in accordance with the procedures established in Section 9-1-1-113 of this Code.

9-1-16-500.10: TIME EXTENSIONS:

An owner of a building may apply to the Board of Building and Fire Code Appeals for an extension of the time limits to submit a plan for repair to the building and obtain the necessary permits and the time limit to complete the repairs to the building. The Board may grant an applicant an extension of up to 12 months additional time to comply with these requirements provided the applicant has demonstrated a good faith effort to meet the requirements of this Section 9-1-16-500. A maximum of three such extensions may be granted for a total extension of up to three years. In no case, shall the time for completion of repairs exceed five years from the service of the inspection order.

9-1-16-500.11: ENFORCEMENT:

If an owner of a building subject to this Section 9-1-16-500 does not comply with any order issued by the Building Official pursuant to this section within any time limits set forth in this section, the Building Official may order the entire building vacated and that the building remain vacated until such order has been complied with."

Section 3. Amendment to B.M.C. Title 9, Chapter 2. Chapter 2 (Fire Prevention) of Title 9 (Building Regulations) of the Burbank Municipal Code is hereby repealed, provided however that such repeal shall not affect or excuse any violations of said Chapter occurring prior to the effective date of this Ordinance. Chapter 2 of Title 9 of the Burbank Municipal Code is hereby replaced as follows:

"**CHAPTER 2. RESERVED**"

Section 4. Environmental. This Ordinance is categorically exempt under Section 15061(b)(3) of the State CEQA Guidelines in that it can be seen with certainty that there is no possibility the proposed Ordinance would have a significant effect on the environment.

Section 5. Prior References. Prior references in the Burbank Municipal Code to the former 2022 California Building Code with all its parts shall be construed to apply to the corresponding provisions of the new codes being proposed for adoption.

Section 6. Severability. If any provision of this Ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

Section 7. Certification and Publication. The City Clerk shall certify to the passage of this Ordinance and cause the City Attorney Synopsis of this Ordinance to be published once in a newspaper of general circulation within fourteen (14) days of adoption, published and circulated in the City of Burbank, California. The City Clerk shall insert the appropriate Council resolution number making the necessary findings for the building code amendments as applicable in this ordinance.

Section 8. Execution. The City Manager or their designee, including the Building Official, is authorized to execute any action necessary to codify these sections, amendments thereto, and revisions into the BMC.

Section 9. Effective Date. This Ordinance shall become effective at 12:01 a.m. January 1, 2026.

PASSED AND ADOPTED this 28th day of October 2025.

s/Nikki Perez
Nikki Perez
Mayor

Approved as to Form
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Ray Johal
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 25-4,034 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 28th day of October 2025, by the following vote:

AYES: Mullins, Rizzotti, Takahashi, and Perez.

NOES: None.

ABSENT: None.

ABSTAIN: Anthony.

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following the Ordinance's adoption on 28th day of October 2025.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

PUBLIC WORKS

DATE: October 28, 2025

TO: Justin Hess, City Manager

FROM: Damian Skinner, Interim Public Works Director
VIA: Lifan Xu, Chief Assistant Public Works Director – City Engineer
BY: Anna Hartounian, Civil Engineering Associate

SUBJECT: Adoption of a Resolution Approving a Cooperative Agreement with Vincor Construction, Inc. for the Fire Station 11 Kitchen Modernization Project

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH VINCOR CONSTRUCTION, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE FIRE STATION 11 KITCHEN MODERNIZATION PROJECT (Attachment 1).

BACKGROUND

The City Council (Council) approved the Fire Station 11 Kitchen Modernization Project (Project) as part of the Fiscal Year (FY) 2025-26 Adopted Budget and Capital Improvement Program. Fire Station 11 kitchen operates 24 hours per day and serves as the primary food service facility for the City's firefighters. The Project will renovate the interior of the 25-year-old kitchen and upgrade its plumbing, electrical, and mechanical systems to comply with current building codes and Americans with Disabilities Act (ADA) requirements.

DISCUSSION

Plan check for the Project was approved in July 2025. Construction services are being procured through a Cooperative Agreement alternate project delivery method. By using a cooperative agreement, the City is able to use another public agency's competitive bid process that includes bidding language on behalf of the members of the nationwide cooperative agreement. This method is ideal for small construction projects as it reduces the cost of goods and services by aggregating the purchasing power of public agencies

nationwide. The procurement and/or construction agreements are awarded to those companies providing the best value. Using a cooperative agreement eliminates much of the bid processing time and is a preferable method for providing management, labor, materials, equipment, and incidental design support. Specifically for this Project, staff can select the design and items that best suit the Fire Station 11 kitchen modernization needs while still receiving the benefit of competitive nationwide pricing.

Staff recommends executing the cooperative purchasing process via Sourcewell's Indefinite Delivery Indefinite Quantity (IDIQ) construction contracts. Under Burbank Municipal Code § 2-2-116, subdivisions (I) and (J), Council may waive the requirement for competitive bidding by Resolution finding that it is in the best interest of the City and award the contract to the proposer offering the Best Value as more fully defined in the solicitation. Vincor Construction, Inc. (Vincor Construction), qualified through successful delivery of projects of similar scope in Southern California, is the approved contractor under the Sourcewell cooperative agreement. Vincor Construction has met all the requirements and expectations of the Public Works Department and the City and is utilizing a contract established by Sourcewell's cooperative agreement (Attachment 2). The Gordian Group, Inc. (Gordian) is Sourcewell's designated representative and contract administrator for the cooperative agreement. Gordian's support includes preparing Construction Task Catalogs and related technical specifications, administering fee collection, assisting with proposal or work order development, and providing information management systems and training for contractors.

Design Immunity

Staff recommends the City Council approve the final plans and specifications to invoke design immunity protection under California Government Code § 830.6. Any changes in the final plans and specifications may be approved by the Public Works Director and/or City Engineer under the authority conferred through BMC § 2-2-104.

ENVIRONMENTAL REVIEW

This Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, § 15302, which allows for replacement or reconstruction of existing structures and facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure being replaced. Staff recommends the City Council find the Project exempt from CEQA.

FISCAL IMPACT

The total construction contract price is $616,784.22 (Attachment 3). Approximately 40% of the cost is to fix existing mechanical and electrical issues to enhance safety, and to comply with current building code. The Project was approved as part of the FY 2025-26 Adopted Budget, and sufficient funds are available in the following project account(s):

- 127.CD33B.70019.0000.24824 (Development Impact Fees, Fire Station 11 Kitchen Modernization)
- 534.PW33B.70019.0000.24824 (Municipal Infrastructure Fund, Fire Station 11 Kitchen Modernization)
- 370.PW33B.70019.0000.24824 (General City Capital Project Fund - Building Improvements, Fire Station 11 Kitchen Modernization).

CONCLUSION

The completion of this Project will provide firefighters with a modernized, code-compliant kitchen facility supported by updated plumbing, electrical, and mechanical infrastructure, that meet operational needs and complies with current ADA accessibility standards.

Staff respectfully recommends the City Council adopt the proposed resolution to approve the cooperative agreement with Vincor Construction for the Project. With City Council approval, the Project is anticipated to be complete by April 2026.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Vincor Construction, Inc. Sourcewell Contract Amendment
Attachment 3 – Work Order and Scope Line Item

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH VINCOR CONSTRUCTION, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE FIRE STATION 11 KITCHEN MODERNIZATION PROJECT

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter and Burbank Municipal Code section 2-2-116 provide that the City Council may waive formal competitive bidding by resolution and approve alternate project delivery methods such as a “cooperative agreement” to award public works construction projects when it is in the best interests of the City.

B. The cooperative agreement delivery method allows the City to utilize another public agency’s bid, which includes language that the public agency is bidding on behalf of the members of the Cooperative, nationwide. This reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, thus eliminating much of the time needed for a bid solicitation process and thereby streamlining the project timeline.

C. The cooperative agreement delivery method is optimal for small building improvement projects because it provides the City with maximum flexibility to obtain construction services and goods, materials, and equipment at a reduced cost.

D. It is in the best interests of the City to utilize the selected cooperative agreement delivery method for the Fire Station 11 Kitchen Modernization Project to save time and cost.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Pursuant to Burbank Municipal Code Section 2-2-116(I) and (J), the City Council hereby approves performing the Fire Station 11 Kitchen Modernization Project (“Project”) using the cooperative agreement project delivery method. Accordingly, the City Council hereby waives the traditional competitive bidding process as outlined in Burbank Municipal Code § 2-2-116 as it is determined that the cooperative agreement delivery method accompanied by a competitive proposal solicitation process is in the best interests of the City.

2. The design plans for the Project, on file at the City Council Office and the Purchasing Division, are approved with such modifications as may be deemed appropriate by the City Manager or his designee. The Public Works Director or his

designee is authorized to approve the final plans and specifications.

3. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to the California Code of Regulations, Title 14, Section 15302, pertaining to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure being replaced.

4. The current total construction budget of the Project is estimated to be $616,784.22 but may be adjusted by the City Manager or his designee up to the total budgeted amount for the Project.

5. The cooperative agreement and related amendment are approved with minor modifications as may be deemed appropriate by the City Manager or his designee and approved as to form by the City Attorney.

6. The City Manager or his designee is authorized to execute an agreement with Vincor Construction, Inc. for the Project, including approval of change orders when within existing budgeted resources.

7. The cooperative agreement shall be retained as a permanent record.

APPROVED and ADOPTED this ____day of _____, 2025.

_____
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Catherine Kim
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

JOB ORDER CONTRACT

SOURCEWELL

AMENDMENT TO CONTRACT NO. CA-R8-GB-101723-VCI

This attachment sets forth the terms and conditions of **Fire Station 11 Kitchen Modernization, Work Order No. 145319.00** and, as such, these terms and conditions have precedence above all other contract documents pursuant to the order of precedence set forth on Section I, Item D of the General Terms and Conditions.

1. **General Terms and Conditions, Section I, Item H, Page 2: HOLIDAYS**:

   The following list is City of Burbank designated holidays (non-working days).
   1. New Year's Day
   2. Martin Luther King, Jr. Day
   3. Presidents' Day
   4. Dolores Huerta Day
   5. Memorial Day
   6. Juneteenth Day
   7. Independence Day
   8. Labor Day
   9. Veterans Day
   10. Thanksgiving Day and Day After Thanksgiving Day
   11. Christmas Day

   In the event that one of the above holidays falls on a Saturday, the Friday immediately before that holiday is considered a non-working day.

   If the holiday falls on a Sunday, the Monday immediately following that holiday is considered a non-working day.

2. **General Terms and Conditions, Section III, Item A, Page 4: COMPLIANCE** shall be supplemented to include:

   1. *Legal and Contractual.* The Contractor shall, at its cost and expense, comply with each and every federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in the Safety Practices of these General Terms and Conditions, any applicable workplace safety requirements issued in connection with COVID-19, and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the City prior to execution of the Contract (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

3. **General Terms and Conditions, Section III, Item M, Page 9: SUBCONTRACTORS** shall be supplemented to include:

4. The Contractor must comply with the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California). Any hearing required pursuant to Public Contract Code § 4107 dealing with the substitution of a Subcontractor shall be conducted by the Engineer whose decision shall be final.

4. **General Terms and Conditions, Section III, Item R, Page 11: PROTECTION OF PERSONS AND PROPERTY** shall be supplemented to include CAL/OSHA requirements:

4. Before the Notice to Proceed, the Contractor shall supply the City with Safety Data Sheets (SDS) for all chemicals to be used in the performance of this Agreement. The City will make available to the Contractor the SDS of any products in use in the areas of work covered by this Agreement. All hazardous materials to be properly disposed of off-site.

5. The Contractor is fully responsible for the safe performance of all Work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of City employees, the general public and their own personnel. The Contractor must have in place their own **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. **The Contractor must submit the Contractor Certification Form with this Agreement.** By signing the certification form the Contractor has certified, under penalty of perjury, such a program is in place. Subcontractors will be required to sign prior to commencing work. California law also requires that the aforementioned program cover all employees and personnel controlled, directed or supervised by the Contractor to the extent that they are exposed to worksite and job assignment specific hazards.

The program shall be written and shall include but not be limited to the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

4. The Contractors occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the worksite without fear of reprisal.

6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Contractor shall include inspection checklist and training documentation form.

8. The Contractor shall include procedures to investigate occupational injury or occupational illness.

9. For Construction projects the Contractor shall adopt a written code of safe practices which relates to the employers operations. Tailgate meetings shall be held at least every ten (10) working days with employees/crews.

10. A pre-job meeting may be required with the Environmental Health and Safety Officer, or their designee, prior to the job start date.

11. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.7. For more information, please visit https://www.dir.ca.gov/dosh/Workplace-Violence.html.

5. **General Terms and Conditions, Section IV, Item L, Page 21: PAYMENT AND PERFORMANCE BONDS**:

Contractor shall promptly furnish prior to the issuance of the Purchase Order, at his own cost and expense, the requisite Faithful Performance and Payment Bonds with a responsible Corporate Surety authorized to issue such bonds in California on the bond forms provided by the City and attached hereto, (or form approved by the City Attorney) and subject to approval of the City Attorney.

A. **Faithful Performance Bond.** The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price, including any escalation and continued upon the faithful performance by the said Contractor of all covenants, terms, conditions and stipulations in the manner specified therein, and that all materials used and workmanship employed in the performance of the Agreement shall be free from defects, and that should any defects therein appear within a period of one (1) year from the date of acceptance by the City, the Contractor shall, at his own cost and expense, repair, replace and correct such defects to the satisfaction of the Project Manager within thirty (30) days after notice thereof by the City.

B. **Payment Bond.** The Contractor shall, in addition to the Faithful Performance Bond, furnish a Payment Bond in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price and shall be conditioned and provide that if the Contractor or his Subcontractors, fails to pay for any materials, transportation, appliances, or utilities used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, said Surety will pay the same in an amount not exceeding the sum set forth in this Agreement, and also in case suit is brought upon this bond a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons, firms, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Code of Civil Procedure of the State of California.

6. **General Terms and Conditions, Section IV, Item M, Page 21: TERMINATION OF ORDERS**:

1. TERMINATION BY CONTRACTOR

If the City should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon twenty one (21) working days prior written notice to the City, to terminate this Contract and recover from the City payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the City shall cure its said default within such twenty-one (21) working day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the City for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek monetary damages. The Contractor acknowledges that it can be adequately compensated by such monetary damages for any breach of this Contract, which may be committed by the City. Accordingly, and except as herein above provided, the Contractor expressly agrees that no default, act or omission of the City shall entitle the Contractor to cancel, rescind or terminate this Contract or suspend or abandon its performance of the Work.

2. TERMINATION BY CITY FOR CAUSE

A. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the City, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Contract, then the City may, without prejudice to any other right or remedy available to the City and after giving the Contractor and its surety, if any, three (3) working days written notice, terminate the Contract and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient. In addition, without terminating this Contract as a whole, the City may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner as the City deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the City may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the City the further right: (i) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (ii) to receive an assignment of such subcontracts as the City deems necessary or desirable at the time of termination of this Contract or a portion thereof.

B. If this Contract is terminated pursuant to this Subsection, the Contractor shall not be entitled to receive any further payment until the Work is completed, and the City shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the Completion of the Work, the City shall make payment to the Contractor, or the Contractor shall reimburse the City, as the case may be. If a portion of this Contract is terminated pursuant to this Subsection, such termination shall not be treated as a

reduction in the scope of the Work. Rather, in such event, the City shall deduct or offset against any monies then or thereafter due to the Contractor an amount determined by the City to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the City's costs and expenses prove to be less than the amount deducted or offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be deducted or offset and/or if the City's costs and expenses prove to exceed the amount deducted or offset, the Contractor shall pay the difference to the City upon demand.

C. The remedies provided to the City in this Subsection, are in addition to, and not in lieu of, any other rights or remedies available to the City under the Contract Documents, at law or in equity. In the event of any breach of this Contract by the Contractor, and whether or not this Contract is terminated by the City, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the City as a result thereof.

3. TERMINATION BY CITY WITHOUT CAUSE

Without limitation to the provisions of this Article, the City shall have the right at any time, upon not less than three (3) working days' notice to the Contractor to terminate this Contract without cause and/or for the City's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Subsection, the Contractor shall have the right, as its sole and exclusive remedy, to recover from the City payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the City may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the City deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work.

7. **General Terms and Conditions, Section V, Item A, Page 21: CONTRACTOR'S LABOR AND WAGE RATES (PER BMC 2-2-120 AND CALIFORNIA LABOR CODE SECTION 1782):**

A. There shall be paid each craft or type of worker employed by the Contractor or Subcontractor engaged in Work under this Agreement not less than the applicable wage rate, including legal holiday and overtime rates, found and determined by the Director of the Department of Industrial Relations for the State of California, in accordance with the Standards set forth in Section 1773 of the California Labor Code. Copies are available on the Internet at http://www.dir.ca.gov/DLSR/PWD. The Adobe Acrobat Reader (available at http://www.adobe.com) is required to view these pages.

The Contractor shall comply with the provisions of Section 1775 of the Labor Code which, so far as material hereto, reads as follows: "Except as otherwise provided by law, the contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or subcontractor."

The Contractor and each Subcontractor performing work, in conjunction with this Agreement shall comply with the provisions of Section 1776 of the Labor Code of the State of California.

B. The prevailing wage rates specified by the State of California are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor or Subcontractor because of payment by the Contractor or Subcontractor of any wage rate in excess of the applicable rate contained in this Contract.

Should Premium Time Work and/or Time and Material Work not in the Work be required during the progression of this Project, it may be awarded in accordance with those rates or as agreed otherwise between City and Contractor.

C. Eight (8) hours labor constitutes a legal days' work for each worker employed in the execution of this Agreement. The time of service of any worker employed in the execution of this Agreement is limited and restricted to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, except as hereinafter provided. The Contractor shall, as a penalty to the City of Burbank, forfeit Twenty-Five Dollars ($25) for each worker employed in the execution of this Agreement by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions hereof.

Notwithstanding the provisions of Sections 1810 to 1814 of the Labor Code of the State of California, and notwithstanding the foregoing stipulations inserted herein pursuant to the requirements of said Sections, work performed by employees of the Contractor or any Subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, in the execution of this Agreement, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, at not less than one and one-half (1-1/2) times the basic rate of pay.

D. The Contractor shall pay to workers needed to execute the Agreement the per diem wages as defined in Labor Code Section 1773.9.

E. Only apprentices who are in training under apprenticeship standards and written apprentice agreements complying with Division 3, Chapter 4, Section 3070, et seq., of the Labor Code, are eligible to be employed in the performance of this Agreement.

The term 'apprentice' as used in this Agreement means a person at least sixteen (16) years of age who has entered into a written agreement with an employer or their agent, an association of employers, or an organization of employees, or a joint committee representing both in conformity with the provisions of Division 3, Chapter 4, Section 3070, et seq., of the Labor Code.

Every apprentice employed in performance of this Agreement shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which they are employed and shall be employed only at the work of the craft or trade to which they are indentured.

The Contractor or any Subcontractor performing any of the work under this Agreement who employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work to be constructed or performed under this Agreement, to which fund or funds other Contractors in that area are contributing, shall contribute to the fund or funds in each craft or trade in which the Contractor or Subcontractor employees journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Contractors do, but where the trust

fund administrators are unable to accept such funds, Contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

The Contractor shall be responsible for complying with Section 1777.5 of the Labor Code for all apprenticeable occupations. The Contractor shall conform to all requirements of Sections 1777.5 and 1777.6 of the Labor Code.

F. For further requirements related to matters specifically mentioned above, reference is hereby made to Division 2, Part 7, Chapter 1 of the Labor Code, with which compliance is required and to which reference is hereby made for further particulars.
Item G. Not included about

8. **General Terms and Conditions, Section V, Item D and E, Page 23: PARTIAL PAYMENTS and FINAL PAYMENTS**:

A. PARTIAL PAYMENTS

1. The Contractor shall submit to the City not later than fifteen (15) days after execution of the Contract or, before any Work is commenced under the Contract, whichever occurs first, a Schedule of Values (SOV) representing a breakdown of its bid into appropriate divisions with estimated quantities for each division which shall be subject to the approval and acceptance by the Engineer. This breakdown will be the basis of periodic payments by the City to the Contractor if such payments are requested. If requested, such payments shall be made on a Net 30-day basis.

2. No separate item for profit, administration, overhead or supervision shall be included in the separate divisions of the breakdown. The approved estimate of the Work performed or completed shall only include finished portions of the Work in place.

3. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the City in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the City has agreed in advance in writing, suitably stored at the Job Site or in a bonded warehouse), through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens claims by the Contractor, its Subcontractors and their Sub-subcontractors and suppliers as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Sections 8132-8138 of the California Civil Code (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the City may deem necessary or desirable. The submission of the foregoing waivers and other evidence shall be express conditions precedent to Contractor's entitlement to payment. The "Payment Application Date" shall be that day of each calendar month designated in the Contract when the Contractor shall deliver the "Application for Payment," to the City.

4. The City will make a partial payment upon the request of the Contractor on the basis of an approved Application for Payment of the Work performed during the preceding calendar month under this Contract. The City will retain from such payments five percent (5%) of the amount of each estimate until sixty (60) days after final completion and acceptance by the City of all the Work covered by this Contract. No such estimate or partial payment shall be required to be made when in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when in its judgment, the total value of the Work done since the last estimate is less than Twenty-Five Hundred Dollars ($2,500).

5. Pursuant to Public Contracts Code Section 22300, the Contractor may substitute securities in place of retained funds withheld by the City or, in the alternative, request that the City make payment of retention earned directly to an escrow agent at the expense of the Contractor.

6. It is mutually agreed between the parties hereto that the making of any payment to the Contractor under this Contract or any certificate given shall not relieve the Contractor of its guarantee, obligations or responsibilities under this Contract, or full compliance with the Contract Documents, including the Plans, Drawings, and Specifications, or be construed as accepting any portion of the equipment, materials or Work until the Contract is fully complete and formally accepted by the City.

7. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the City, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (i) the delivery of any such materials or equipment to the Job Site; or (ii) the tender of payment of the applicable Application for Payment by the City to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or their Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the City as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

B. FINAL PAYMENTS

The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any extra work done and Work in accordance with any changes of the same, shall release the City, its officers, agents and employees from any and all claims or liability on account of the Work performed under the Contract, and any changes thereof, including any extra work.

C. PAYROLL RECORDS

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code.

9. **General Terms and Conditions, Section VII, Item C, Page 25: TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS**:

A. TAXES

1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the City may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or their Sub-subcontractors and offset said amount against the Contract Sum.

2. The City will apply for the Plan check or checks, and the Contractor will take out the general construction permit or permits. The Contractor must obtain a no fee permit from the City of Burbank. The Contractor shall be responsible for the payment of any fees for licenses, inspections, or permits that are required by any other public entity. Further, the Contractor shall be responsible for the payment of any applicable City of Burbank license or inspection fees. The Contractor shall coordinate exact requirements with the City.

3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Price. The Contractor shall not unlawfully use or install any patented or copyrighted articles and shall indemnify the City from and against all actions, suits, judgments, losses, costs or expenses, including attorneys' fees, arising out of any claims for infringement of, or otherwise related to, any patent rights or copyrights. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the City may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses incurred thereby shall be borne by the Contractor. The Bond for Faithful Performance shall expressly apply to this provision.

10. **General Terms and Conditions, Section VIII, New Item I, Page 26: EXECUTION COUNTERPARTS**:
This Contract may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Contract with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Contract by a Party, and transmitted electronically as described in this Section to the other Party. (City Agreement. Article IV)

11. **General Terms and Conditions; Section XIII, Page 27: GOVERNING LAW, JURISDICTION, AND VENUE**:

The terms of the Contract Documents shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be in the Superior Court of Los Angeles County.

12. **General Terms and Conditions; Section XVI, Item C, Pages 27-28: LIQUIDATED DAMAGES**:

A. Because it would be impracticable and extremely difficult to fix the actual damage to the City in the event the Contractor fails to finish the Work on schedule, the parties agree that the Contractor shall pay to the City as liquidated damages per calendar day, and not as a penalty, the sum of **$250.00** each and every calendar day required to complete the Work in excess of the number of days stated in the Contract Documents and any authorized extension thereof, for the first thirty (30) days. After that, liquidated damages in the sum of **$500.00** shall be paid for each excess day.

B. If the Contractor is delayed in completing the Work by reason of any change made by the City, the time for Completion of the Work may be extended by the same Change Order for a period commensurate with such delay, without additional compensation. In such case Contractor

shall not be subject to liquidated damages for the extension. No extension of time will be granted for Change Orders that, in the opinion of the City Engineer, do not affect the ability of the Contractor to complete the Work on schedule.

13. **General Terms and Conditions, Section XVII, Item A, Page 28: INSURANCE**:

The Contractor shall assume all liability for injuries to persons or damages to property during the performance of the Agreement caused by any equipment or materials furnished or work done under the Agreement or the operation thereof during the life of the Agreement and shall furnish and maintain Worker's Compensation Insurance, General Liability and Property Damage Insurance as herein provided, whether performance be by the Contractor, their Subcontractors, or anyone directly or indirectly employed by him, and such insurance shall be obtained from an insurance company authorized to do business in the State of California or at least an A- rating and found to be acceptable to the City of Burbank. Said insurance shall provide that it will not be modified, canceled or terminated until at least thirty (30) days' prior written notice thereof has been filed with the City's Purchasing Division.

Before delivering any equipment, materials, or the performance of any work by the Contractor, Subcontractors or any agent, servant, employee or representative of any of them, at the jobsite under this Agreement, the Contractor must file with the City's Purchasing Division a policy or an acceptable Certificate of Insurance subject to approval of the City, indicating the requisite insurance is in full force and effect. Coverage shall be maintained for the life of the Contract, through the Notice of Completion, plus one (1) additional year.

A. **Workers' Compensation Insurance.**

1) The Contractor shall furnish satisfactory evidence that he has secured in the manner required by law the payment of Workers' Compensation provided for in the California Labor Code and all amendments thereto and shall maintain such insurance during the life of this Agreement. The policy shall be endorsed to waive all rights of recovery against the City, members of the City Council, and officers, employees and agents of the City. The Contractor shall require each and every Subcontractor to secure similar Workers' Compensation Insurance unless already covered by the Contractor.

2) If the Contractor is a sole proprietor, the Contractor must furnish a letter stating that he is a sole proprietor and is not required to carry Workers' Compensation Insurance.

3) Upon execution of this Agreement, Contractor shall complete and submit the Workers' Compensation Certification.

B. **General Liability and Property Damage.** Prior to beginning and throughout the duration of the Work, the Contractor shall secure, pay for and maintain General Liability and Property Damage Insurance protecting the Contractor and any subcontractors from any and all claims and actions for damage, for personal injury, including accidental death and for property damage which may directly or indirectly arise from, grow out of, or be attributable to, their operations or performance under this Agreement, whether such operations by the Contractor or by a Subcontractor, or by any person directly or indirectly employed by either or any of them, and said insurance shall indemnify and save harmless the City, its officers, employees, agents and representatives from all actions, causes of action, claims, debts or demands of any and every kind or nature whatsoever, by reason of, growing of, out of, or attributable to the Work to be performed under this Agreement, and the amount of such insurance shall be in an amount of not less than Two Million Dollars ($2,000,000) combined single limit for injuries, including accidental death and property damage on account of any one occurrence.

The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy.

The following **ENDORSEMENTS** are required to be placed on a Separate Endorsement to the policy furnished:

1) The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, its officers, employees, agents and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2) With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3) This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4) With respect to the additional insureds, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Burbank, Purchasing Division, 301 E. Olive Avenue - Suite 305, Burbank, CA 91502.

The City requires coverage for both "ongoing operations" and "products-completed operations hazard." In order to satisfy the requirement, the Contractor's insurance company shall submit an ISO Form CG 20 10 11 85 or an ISO Form CG 20 10 (or a substitute form providing equivalent coverage as approved by the City) and an ISO Form CG 20 37 (or a substitute form providing equivalent coverage as approved by the City) endorsement.

C. **Automobile Insurance.** Automobile Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.

D. **Damage and Theft.** The Contractor may insure the equipment, materials and work to cover Contractor's interest in the same from time to time, as required. The City will not, under any circumstances, be liable, answerable or accountable for any theft, loss or damage, however and by whatever cause, to said equipment, materials and work, or any part or parts thereof, used or employed in fully completing the Agreement, until after the Agreement is completed and formal acceptance of the work by the City.

D. **Blanket Insurance Policies.** Blanket insurance policies complying with the above requirements carried by the Contractor, or acceptable and approved certificates thereof, may be substituted for specific policies upon approval by the City.

Concurrence:

_____

Sourcewell Administrator

CONTRACTOR IIPP CERTIFICATION

The undersigned certifies that it has in place an **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. (Note: If you believe that you are exempt from the state mandate, on a separate sheet please explain why you are exempt.)

The undersigned further certifies that its IIPP is in written form and includes, at a minimum, the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program and the name of the Contractor's on-site Safety Representative.

2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices:
   a) whenever new substances, processes, procedures or equipment is introduced into the workplace and represents a new hazard; and
   b) whenever the Contractor is made aware of a new or previously unrecognized hazard.

3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard:
   a) when observed or discovered; and
   b) when an imminent hazard exists which cannot be immediately abated without endangering employees and/or property, remove all exposed personnel from the area except those necessary to correct the existing condition. Employees necessary to correct hazardous conditions shall be provided with the necessary safeguards.

4. The Contractor's occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment:
   a) to all new employees;
   b) to all employees given new job assignments for which training has not been previously received;
   c) whenever new substance, processes, procedures or equipment are introduced into the Project and represent a new hazard;
   d) whenever the employer is made aware of a new or previously unrecognized hazard; and
   e) for supervisors to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed.

CONTRACTOR IIPP CERTIFICATION

(Continued)

5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the Job Site without fear of reprisal.

   Substantial compliance with this provision includes meetings, training programs, postings, written communications, a system of anonymous notification by employees about hazards, labor/management safety and health committees, or any other means that ensures communication with employees.

6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection, training documentation, included but not limited to, inspection checklist and training documentation form.

8. The Contractor shall include procedures to investigate occupational injury or occupational illness.

9. For construction projects the Contractor shall adopt a written code of safe practices that specifically relates to the employer's operations. Tailgate meetings shall be held at least every ten (10) working days with employees and subcontractors.

10. A workplace violence prevention plan conforming to the requirements of Labor Code 6401.7.

11. A pre-job meeting may be required with the Safety Officer prior to the job start date.

The foregoing is made herein are made under penalty of perjury.

Full and Correct Name

COMPANY NAME: Vincor Construction, Inc.

SIGNED: _____

PRINT NAME: John Kang TITLE: Vice President

ADDRESS: 2651 Saturn Street, Brea, CA 92821

TELEPHONE NUMBER: (714) 528-2900

FAX TELEPHONE NUMBER: (714) 528-2901

The City reserves the right to review the IIPP and to inspect the Job Site while the Work is in progress for safety and health requirements, per current Federal or State/OSHA regulations. Any violations discovered shall immediately be corrected by the Contractor at its sole expense or the City shall correct such violations and deduct the expenses from monies due the Contractor.

FOR PROJECTS OVER $25,000

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we, **Vincor Construction, Inc.** as Principal, and Western Surety Company as Surety, are held and firmly bound to the City of Burbank in the sum of **Six Hundred Sixteen Thousand, Seven Hundred Eighty-Four and 22/100 Dollars ($616,784.22),** lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Burbank for the **Fire Station 11 Kitchen Modernization, Work Order No. 145319.00,** and to which reference is hereby made for all particulars, and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Principal as Contractor under said Contract fails to perform all of the covenants, terms, conditions and stipulations of said Contract on its part to be done and performed at the times and in the manner specified therein, or if all materials used and workmanship employed in the performance of the Contract shall not be free from defects, or if any defects should appear therein within a period of one year from the date of acceptance by the City, the work under the Contract and the said Principal and Contractor shall fail to repair, replace and correct such defects at his or its own cost and expense and to the satisfaction of the Engineer within thirty (30) days after notice thereof by the City, said Principal and Surety will pay the City of Burbank the amount of all its loss, cost, expense, damages and liability on account of any and all of the foregoing, not exceeding, however, the sum set forth above, and in case suit is brought upon this bond said Surety shall also pay a reasonable attorney's fee to be fixed by the court.

The said Principal and Surety agree that any change, extension of time, alterations or additions to said Contract or work or materials required thereunder shall not in any manner release either the Principal or the Surety from the obligations of this bond; and said Surety hereby waives notice of any such change, extension of time, alteration or additions to said Contract or performance required thereunder.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this 18th day of October, 2025.

Western Surety Company	Vincor Construction, Inc.
Surety	Principal
By	By
Michael R. Strahan, Attorney-In-Fact	John Kang, Vice President
Print Name	Print Name/Title

VINCOR CONSTRUCTION, INC. CORPORATE SEAL 09-24-03 CALIFORNIA

151 N. Franklin Street, CHICAGO, IL 60606
Address

(312) 822-5000
Telephone Number

(858) 566-6301
Fax Number

APPROVED AS TO FORM this ____ day of _____, 20___.
Office of the City Attorney

By: _____

Name: _____

Title: _____

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael R Strahan, Allison Ocampo, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of October, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 10/20/2025 before me, Shirley Rose Kang, Notary Public
(insert name and title of the officer)

personally appeared John Kang,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHIRLEY ROSE KANG
Notary Public - California
Orange County
Commission # 2426300
My Comm. Expires Nov 27, 2026

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 10/18/25 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

personally appeared Michael R. Strahan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

E. B. STRAHAN
Notary Public - California
San Diego County
Commission # 2406282
My Comm. Expires Jun 25, 2026

FOR PROJECTS OVER $25,000

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, **Vincor Construction, Inc.** as Principal, and Western Surety Company as Surety, are held and firmly bound unto City of Burbank hereinafter called "OWNER," in the sum of **Six Hundred Sixteen Thousand, Seven Hundred Eighty-Four and 22/100 Dollars ($616,784.52),** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Burbank for the **Fire Station 11 Kitchen Modernization, Work Order No. 145319.00,** and to which reference is hereby made for all particulars, and is required by said City of Burbank to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this 18th day of October, 20 25.

Western Surety Company
Surety

By: _____

Michael R. Strahan, Attorney-In-Fact
Print Name

Vincor Construction, Inc.
Principal

By: _____

John Kang, Vice President
Print Name/Title

VINCOR CONSTRUCTION, INC. CORPORATE SEAL 09-24-03 CALIFORNIA

151 N. Franklin Street, CHICAGO, IL 60606
Address

(312) 822-5000
Telephone Number

(858) 566-6301
FAX Telephone Number

APPROVED AS TO FORM this ____ day of _____, 20___.
Office of the City Attorney

By: _____

Name: _____

Title: _____

NOTARIAL CERTIFICATE OF PRINCIPAL AND ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael R Strahan, Allison Ocampo, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of October, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 10/20/2025 before me, Shirley Rose Kang, Notary Public
(insert name and title of the officer)

personally appeared John Kang,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHIRLEY ROSE KANG
Notary Public - California
Orange County
Commission # 2426300
My Comm. Expires Nov 27, 2026

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 10/18/25 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

personally appeared Michael R. Strahan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

E. B. STRAHAN
Notary Public - California
San Diego County
Commission # 2406282
My Comm. Expires Jun 25, 2026

Client#: 2031453 VINCOCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Teren Hopstad
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: teren.hopstad@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company of IL	27855
INSURER B : American Guarantee & Liability Ins Co.	26247
INSURER C : Zurich American Insurance Company	16535
INSURER D : Indian Harbor Insurance Company	36940
INSURER E :	
INSURER F :	

INSURED
Vincor Construction, Inc.
2651 Saturn St
Brea, CA 92821

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLO686782501	05/26/2025	05/26/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X PD Ded:3,000						MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY	X	X	BAP686782301	05/26/2025	05/26/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	X	X	SXS699489401	05/26/2025	05/26/2026	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	WC700426001	05/26/2025	05/26/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Pollution	X	X	PEC005923004	05/26/2025	05/26/2026	$5,000,000	
D	Professional	X	X	PEC005923004	05/26/2025	05/26/2026	$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Work Order No. 145319.00 - Fire Station 11 Kitchen Modernization

Additional Insured status is provided to The City of Burbank, its officers, employees, agents and representatives with respects to the General Liability only when there is a written contract that requires such status.
(See Attached Descriptions)

CERTIFICATE HOLDER

The City of Burbank
275 East Olive Avenue
Burbank, CA 91502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation applies in favor of The City of Burbank, members of the City Council, and officers, employees and agents of the city.

ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No.GLO686782501	Effective Date: 05/26/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO686782501	5/26/25	5/26/26	5/26/25		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

COMMERCIAL INSURANCE

CANCELLATION BY US

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided by the following:

BOILER AND MACHINERY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
FARM COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Number of Days' Notice: 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: GLO686782501

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Other Insurance Amendment – Primary And Non-Contributory

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO686782501	05/26/2025	05/26/2026	05/26/2025	73051000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP686782301	5/26/25	5/26/26	5/26/25			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Straight Excess Liability Policy



ZURICH

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as such in **underlying insurance**. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such "insured(s)" qualify for coverage in **underlying insurance**.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy, we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. We will pay on behalf of the insured those damages covered by this insurance in excess of the total Applicable Limits of **underlying insurance**. This policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2.** below; and
2. The terms and conditions that apply to this policy.

B. Notwithstanding anything to the contrary contained in Paragraph **A.** above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss**, then this policy does not apply to such damages.

C. The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE**.

D. We have no obligation under this policy with respect to any settlement made without our consent.

E. The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person**:

1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or
3. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

SECTION II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. The limit shown in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** to which this policy applies, except for:

   a. **Loss** covered under the products/completed operations hazard; and

   b. **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.

   In addition, if a policy listed in the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the products/completed operations hazard, the Other Aggregate limit shown in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

2. The limit shown in Item **4.C.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all **loss** to which this policy applies under the products/completed operations hazard.
3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit shown in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence** to which this policy applies.

C. Coverage applies only in excess of the greater of the actual limits of insurance of **underlying insurance** or the Applicable Limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy.

D. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

E. Subject to Paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:

1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

A. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured for damages covered by this policy when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy.

B. In those circumstances where Paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:

1. Up to $2,000 for the cost of bail bonds. We do not have to furnish these bonds.
2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings because of time off from work.
4. All court costs taxed against the insured in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. However, if we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limits of insurance.

When our expenses and the payments described in this paragraph above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

C. In those circumstances where Paragraph **A.** above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any suit that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any suit after we have exhausted the applicable Limit of Insurance as shown in Item **4.** of the Declarations.

If we are prevented by law from carrying out the provisions of Paragraph **A.** above, we will pay any expense

incurred with our consent.

SECTION IV. EXCLUSIONS

This policy does not apply to any liability, damage, **loss**, cost or expense:

ASBESTOS

A. Arising out of or relating in any way to:

1. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or

2. Any:

   a. Request, demand, order, statutory or regulatory requirement, direction or determination, that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or

   b. Claim or suit for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

POLLUTION

B. 1. Arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

   a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

   (1) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

   (2) Bodily injury or property damage for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to **underlying insurance** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

   (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**;

   b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you maybe legally responsible; or

d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(1) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(2) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

f. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;

(2) Otherwise in the course of transit by or on behalf of any insured; or

(3) Being stored, disposed of, treated or processed in or upon any auto.

However, this subparagraph **f.** does not apply to bodily injury or property damage arising out of:

(1) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or

(2) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any insured.

2. Arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

b. Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this Paragraph, **B.2.**, does not apply to liability, damage, **loss**, cost or expense because of property damage that the insured would have in the absence of such request, demand, order or statutory or regulatory requirements, or such claim or suit by or on behalf of a governmental agency.

NUCLEAR

C. 1. With respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or

2. Resulting from the **hazardous properties** of **nuclear material** and with respect to which:

a. A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

b. Any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

3. Any injury or **nuclear property damage** resulting from the **hazardous properties** of **nuclear material**, if:

   a. The **nuclear material**:

      (1) Is at any **nuclear facility** owned by, or operated by or on behalf of, any insured; or

      (2) Has been discharged or dispersed therefrom;

   b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or

   c. The injury or **nuclear property damage** arises out of the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph **c.** applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **Nuclear Facility** means:

   a. Any **nuclear reactor**;

   b. Any equipment or device designed or used for:

      (1) Separating the isotopes of uranium or plutonium,

      (2) Processing or utilizing **spent fuel**, or

      (3) Handling, processing or packaging **waste**;

   c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

   d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

3. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
4. **Nuclear property damage** includes all forms of radioactive contamination of property;
5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
6. **Source material**, **special nuclear material** and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
8. **Waste** means any waste material;

   a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

   b. Resulting from the operation by any person or organization of any **nuclear facility** included under the first two Paragraphs of the definition of **nuclear facility**.

SUBLIMITED UNDERLYING INSURANCE

D. Which is covered by any **underlying insurance** but is subject to a sublimit unless such sublimited coverage is specifically endorsed to this policy.

VIOLATION OF STATUTES

E. Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA) and any amendment or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
4. Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

WAR

F. Arising, directly or indirectly, out of:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

EMPLOYMENT PRACTICES

G. Arising out of any bodily injury or personal and advertising injury to:

1. A person arising out of any:
   a. Failure to employ or promote that person;
   b. Termination of that person's employment, including actual or alleged constructive dismissal; or
   c. Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
2. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any bodily injury or personal and advertising injury to that person at whom any of the employment related practices described in subparagraphs **a.**, **b.** or **c.** above is directed.

This exclusion applies:

1. Whether the injury causing event described in subparagraph **G.1.** above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be held liable as an employer or in any other capacity; or
3. To any obligation to share damages with or repay someone who must pay damages because of the injury.

LAWS, MISCELLANEOUS

H. Under any of the following:

1. Any uninsured/underinsured motorist or auto no-fault or first party personal injury law;
2. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
3. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

I. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this policy, electronic data is intangible property and means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SECTION V. CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II. LIMITS OF INSURANCE** of this policy.

B. Bankruptcy or Insolvency

The insolvency, bankruptcy or inability to pay of any insured will not relieve us from our obligation to pay damages covered by this policy.

In the event of insolvency, bankruptcy, refusal, or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

C. Cancellation

1. The first Named Insured shown in Item **1.** of the Declarations may cancel this policy by mailing or delivering to us advance written notice stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to the first Named Insured not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to the first Named Insured not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to the first Named Insured's mailing address shown in Item **2.** of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour shown in the cancellation notice.
4. If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
5. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due the first Named Insured. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due the first Named Insured.
6. The first Named Insured shown in Item **1.** of the Declarations will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any premium refund that may become payable under this policy.

D. Maintenance of Underlying Insurance

During the Policy Period, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Applicable Limits of insurance of the policies shown in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or suits for **loss** covered by **underlying insurance**;
3. The policies listed in the Schedule of Underlying Insurance may not be canceled or nonrenewed by you without notifying us, and you agree to notify us as soon as practicable before the cancellation or nonrenewal effective date in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and
4. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

E. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in Item **1.** of the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy. To the extent possible, notice will include:
   a. How, when and where the **occurrence** took place;
   b. The names and addresses of any injured persons and witnesses; and
   c. The nature and location of any injury or damage arising out of the **occurrence**.
2. Knowledge of an **occurrence** by the agent, servant or employee of yours, shall not in itself constitute knowledge by the insured unless you or any **authorized person** receives such notice from the agent, servants or employee.
3. If a claim or suit against any insured is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.
4. You and any other involved insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
   b. Authorize us to obtain records and other information;
   c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy may also apply.
5. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
6. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.

G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**. However, this provision will not apply if the **other insurance** is written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

H. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

I. Transfer of Rights of Recovery Against Others to Us

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the **loss** to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required to waive their rights of recovery from others by a written contract or agreement executed before a **loss**, we agree to waive our rights of recovery to the extent required by the written contract or agreement. This waiver of rights will not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

2. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

J. Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the insured must report such error or omission to the company as soon as practicable after its discovery.

K. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the insured's underlying insurer has paid or is legally obligated to pay the full amount of the total Applicable Limits of **underlying insurance**.

When the amount of **loss** is determined by an agreed settlement or a final judgment against an insured obtained after an actual trial, we will promptly pay on behalf of the insured the amount of **loss** covered under the terms of this policy.

L. Audit of Books and Records

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

M. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

N. First Named Insured

The person or organization first named in Item **1.** of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

O. Inspection

We have the right, but are not obligated to inspect the insured's premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

P. Legal Action Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

Q. Premium

The premium for this policy as stated in Item **5.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

R. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each named insured were the only named insured; and
2. Separately to each insured against whom claim is made or suit is brought.

S. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

T. Violation of Economic or Trade Sanctions

If coverage for a claim or suit under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or suit will be null and void.

SECTION VI. DEFINITIONS

In this policy, words and phrases appearing in bold-face type have the definitions shown below:

A. Authorized person means any person who may receive notice of an **occurrence** or claim in **underlying insurance**.

B. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

C. Loss means those sums actually paid that the insured is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense after making proper deductions for all recoveries and salvage. However,

1. **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
2. **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.

D. Occurrence means covered event as defined in **underlying insurance**.

E. Other insurance means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.

F. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

G. Underlying insurance means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Applicable Limits of insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.

Amended Other Insurance Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. SXS699489401	Effective Date: 05/26/2025

This endorsement modifies insurance provided under the:

Straight Excess Liability Policy

Condition **G. Other Insurance** of **SECTION V. CONDITIONS** is replaced with the following:

G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

1. If the **other insurance** is written to be excess of this policy; or
2. If you have agreed in a written contract to carry insurance to be primary and not contribute with that of an additional insured, provided that the additional insured:
   a. Is a Named Insured under such **other insurance**; and
   b. Has been granted primary and non-contributory status under scheduled underlying insurance.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/26/2025 Policy No. WC700426001 Endorsement No.

Insured Vincor Construction, Inc. Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____

Copyright 1983 National Council on Compensation Insurance, Inc.

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-VCI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 145319.00 Work Order Date: 09/25/2025

Work Order Title: Fire Station 11 Kitchen Modernization

Owner Name:	City of Burbank Public Works Dept	Contractor Name:	Vincor Construction, Inc.
Contact:	Anna Hartounian	Contact:	John Kang
Phone:	(818) 238-3938	Phone:	(714) 528-2900

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-VCI.

Brief Work Order Description:

Plans provided by City of Burbank. Contractor to confirm full scope for Owner's approval.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $616,784.22

Owner Purchase Order Number:

Approvals

City of Burbank Public Works Department Date

Vincor Construction, Inc. Date

Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
(714) 528-2900

From: Anna Hartounian
City of Burbank Public Works Department
150 N. Third St.
Burbank, CA 91502
(818) 238-3938

Date Printed: September 25, 2025

Work Order Number: 145319.00

Work Order Title: Fire Station 11 Kitchen Modernization

Brief Scope: Plans provided by City of Burbank. Contractor to confirm full scope for Owner's approval.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Provide Renovation to Kitchen Including but Not Limited to, Furnishings, Power, Millwork, Steel Work, HVAC, Flooring, Prime and Paint Including Demolition, According to CD Plans and Specifications, Dated 4/28/2025 By Kardent Design, Titled, “City of Burbank Fire Department Kitchen TI”, Located at 311 E. Orange Grove, Burbank, CA 91502.

SCOPE CLARIFICATIONS/EXCLUSIONS:

1. Any Additional Work Not Included in the Scope of Work Above or Resulting Due to Pre-Existing/Unforeseen Conditions are Not Included in this Estimate.
2. This Estimate Excludes Any Work Related to ACM or Lead.
3. The Work to be Performed Regular Business Hours.
4. Excludes Permit and Plan Check Fee
5. Assumes Hood will Fit in Service Elevator, will be confirmed through RFI if access is needed through Existing Storefront.
6. Removal of Furniture will be removed and reinstalled by Burbank Fire Department
7. Removal & Reinstallation of Appliances to be Done by Others, Except Stove, Chest Freezer, Wire Shelving, Dishwasher, TV Mount & Refrigerator
8. MUA to eliminate Evap Cooling
9. Includes Pre-Bid RFI's dated 7/8/25.

Subject to the terms and conditions of JOC Contract **CA-R8-GB-101723-VCI**.

Detailed Scope of Work Continues..

Work Order Number: 145319.00
Work Order Title: Fire Station 11 Kitchen Modernization

Vincor Construction, Inc. Date

City of Burbank Public Works Department Date

Contractor's Price Proposal - Summary

Date: September 25, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-VCI
Work Order Number:	
NJPA Number:	145319.00
Title:	Fire Station 11 Kitchen Modernization
Contractor:	Vincor Construction, Inc.
Proposal Value:	$616,784.22

01 - General Requirements	**$46,120.65**
02 - Site Work	**$4,398.32**
03 - Concrete	**$40,358.18**
05 - Metals	**$734.78**
06 - Wood, Plastic, and Composites	**$51,074.18**
07 - Thermal & Moisture Protection	**$26,888.39**
09 - Finishes	**$47,485.89**
10 - Specialties	**$171.46**
11 - Equipment	**$15,630.70**
12 - Furnishings	**$35,074.88**
13 - Special Construction	**$31,121.26**
21 - Fire Suppression	**$18,963.27**
22 - Plumbing	**$26,973.89**
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	**$209,010.22**
26 - Electrical	**$47,594.95**
27 - Communications	**$2,146.96**
28 - Electronic Safety And Security	**$13,036.24**

Proposal Total **$616,784.22**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Contractor's Price Proposal - Detail

Date: September 25, 2025

Re:
IQC Master Contract #: CA-R8-GB-101723-VCI
Work Order Number:
NJPA Number: 145319.00
Title: Fire Station 11 Kitchen Modernization
Contractor: Vincor Construction, Inc.
Proposal Value: $616,784.22

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
01 - General Requirements						
1	01 22 16 00-0002			EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$13,277.15
				Installation	Quantity 12,070.14 x Unit Price 1.00 x Factor 1.1000 = Total 13,277.15	
			User Note:		BOND FEE 603507.07*.02 = 12070.14	
2	01 22 20 00-0087			HR	Engineer	$5,320.90
				Installation	Quantity 32.00 x Unit Price 133.75 x Factor 1.2432 = Total 5,320.90	
			User Note:		FIRE ALARM DEFERRED APPROVAL PLAN/APPROVAL PROCESS	
3	01 22 23 00-0167			MO	>1,000 to 2,000 CFM, Portable Air Scrubber	$2,545.00
				Installation	Quantity 2.00 x Unit Price 1,023.57 x Factor 1.2432 = Total 2,545.00	
			User Note:		DUST CONTROL DURING CONSTRUCTION	
4	01 22 23 00-0173			EA	High Efficiency Particulate Air (HEPA) Filter, 99.99% Efficient At 0.3 Micron For Portable Air Scrubbers	$2,374.61
				Installation	Quantity 8.00 x Unit Price 238.76 x Factor 1.2432 = Total 2,374.61	
			User Note:		AIR FILTERS 1 EA WEEK X 2 LOCS X 2 MONTHS = 8 TOTAL	
5	01 22 23 00-1144			DAY	8 To 9 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	$2,023.47
				Installation	Quantity 1.00 x Unit Price 1,627.63 x Factor 1.2432 = Total 2,023.47	
			User Note:		CRANE TO PLACE ROOFTOP UNITS ON ROOF	
6	01 22 23 00-1238			DAY	5,000 Lb. Capacity, Straight Mast, Industrial Warehouse Forklift With Full-Time Operator	$1,650.88
				Installation	Quantity 1.00 x Unit Price 1,327.93 x Factor 1.2432 = Total 1,650.88	
			User Note:		EQUIP TO UNLOAD/MOVE CATIVEAIRE HOOD UNIT	
7	01 31 33 00-0010			EA	Laborer Minimum ChargeThis task should not be used in conjunction with any other tasks utilizing this labor trade, unless approved by owner. Task quantity is 1, unless approved by owner.	$1,015.62
				Installation	Quantity 1.00 x Unit Price 816.94 x Factor 1.2432 = Total 1,015.62	
			User Note:		M-202 - DEMO EXISTING CONCRETE/METAL ROOF DECK FOR DUCT OPENING	
8	01 54 23 00-0036			MO	>14' To 20', Rolling Scaffolding, Complete With Wheels, Railings, Etc., (5' Wide X 7' Long Section)	$263.97
				Installation	Quantity 1.00 x Unit Price 212.33 x Factor 1.2432 = Total 263.97	
			User Note:		ROLLING SCAFFOLDING FOR ABOVE CEILING WORK	

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

01 - General Requirements

9	01 54 23 00-0040		EA	>14' To 20', Rolling Scaffolding Initial Erection And Final Dismantling For Each Scaffold							$154.69
					Quantity		Unit Price		Factor	=	Total
				Installation	1.00	x	124.43	x	1.2432		154.69
		User Note:		ROLLING SCAFFOLDING FOR ABOVE CEILING WORK							
10	01 56 16 00-0009		SF	6 Mil, Plastic Sheeting, Applied To WallsIncludes removal after use.							$1,025.64
					Quantity		Unit Price		Factor	=	Total
				Installation	1,500.00	x	0.55	x	1.2432		1,025.64
		User Note:		PROTECT EXISTING							
11	01 56 16 00-0032		EA	7' Zipper Door For Plastic SheetingIncludes removal after use.							$132.46
					Quantity		Unit Price		Factor	=	Total
				Installation	5.00	x	21.31	x	1.2432		132.46
		User Note:		ISOLATION BARIER FOR WORK IN CORRIDOR/BELOW FLOOR							
12	01 56 16 00-0033		LF	Zip Wall Kit And ICRA Dust Control Awareness Barrier (Per LF Of Wall)Includes up to 12' long spring loaded poles, side clamps, foam rails and 6 mil poly barrier. Excludes zip doors. Includes removal after use.							$1,193.10
					Quantity		Unit Price		Factor	=	Total
				Installation	105.00	x	9.14	x	1.2432		1,193.10
		User Note:		ISOLATION BARIER FOR WORK IN CORRIDOR/BELOW FLOOR							
13	01 56 16 00-0091		LF	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor ProtectionIncludes removal after use.							$629.06
					Quantity		Unit Price		Factor	=	Total
				Installation	460.00	x	1.10	x	1.2432		629.06
		User Note:		230 LF 3RD FLOOR PATH OF TRAVEL 230 LF PATH OF TRAVEL 2ND FLOOR PLUMBING POC							
14	01 56 16 00-0098		EA	24" x 36", 30 Layer Sticky MatIncludes removal after use.							$110.47
					Quantity		Unit Price		Factor	=	Total
				Installation	2.00	x	44.43	x	1.2432		110.47
		User Note:		STICKY MATS TO PREVENT TRACKING OF DEBRIS							
15	01 56 16 00-0098	0054	MOD	For 60 Layers Instead Of 30, Add							$73.57
					Quantity		Unit Price		Factor	=	Total
				Installation	2.00	x	29.59	x	1.2432		73.57
		User Note:									
16	01 66 19 00-0047		CY	Transfer Delivered Materials Distances Greater Than 125', Per CY Of Material Per 125'							$1,895.73
					Quantity		Unit Price		Factor	=	Total
				Installation	196.00	x	7.78	x	1.2432		1,895.73
		User Note:		TRANSFERRING/MOVING MATERIAL FROM STAGING TO WORK AREA - (49CY / 125' X 500' AVG TRAVEL DISTANCE = 196)							
17	01 66 19 00-0073		CY	Transfer Demolition Debris Distances Greater Than 125', Per CY Of Material Per 125'							$1,895.73
					Quantity		Unit Price		Factor	=	Total
				Installation	196.00	x	7.78	x	1.2432		1,895.73
		User Note:		TRANSFERRING/MOVING DEBRIS FROM STAGING TO WORK AREA - (49CY / 125' X 500' AVG TRAVEL DISTANCE = 196)							
18	01 71 13 00-0002		EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.							$584.42
					Quantity		Unit Price		Factor	=	Total
				Installation	1.00	x	470.09	x	1.2432		584.42
		User Note:		EQUIP MOB/DEMO - FORKLIFT							

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

01 - General Requirements

19	01 71 13 00-0007		EA	Up To 20 Ton Lift Move On/Off Cost, Hydraulic CraneIncludes delivery and pickup.						$623.38
					Quantity		Unit Price		Factor	= Total
				Installation	1.00	x	501.43	x	1.2432	= 623.38
		User Note:		MOB/DEMOB CRANE						
20	01 71 36 00-0005		EA	>4 To 8 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt						$4,294.93
					Quantity		Unit Price		Factor	= Total
				Installation	1.00	x	3,454.74	x	1.2432	= 4,294.93
		User Note:		GPR SCANNING CONCRETE DECKS FOR PLUMBING/HVAC						
21	01 71 36 00-0007		EA	Standard Report For Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or AsphaltIncludes a detailed description of the scope of work , inspection methods, and equipment used. Also includes visuals such as site locations, images of data, and site photos.						$477.21
					Quantity		Unit Price		Factor	= Total
				Installation	1.00	x	383.86	x	1.2432	= 477.21
		User Note:		GPR REPORT						
22	01 74 19 00-0016		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						$2,138.53
					Quantity		Unit Price		Factor	= Total
				Installation	2.00	x	860.09	x	1.2432	= 2,138.53
		User Note:		GENERAL DEBRIS DUMP FEE						
23	01 74 19 00-0021		MO	Rampless Concrete Washout BinIncludes delivery.						$711.04
					Quantity		Unit Price		Factor	= Total
				Installation	1.00	x	571.94	x	1.2432	= 711.04
		User Note:		CONCRETE WASHOUT BIN						
24	01 74 19 00-0024		EA	Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.						$1,709.09
					Quantity		Unit Price		Factor	= Total
				Installation	1.00	x	1,374.75	x	1.2432	= 1,709.09
		User Note:		CONCRETE WASHOUT SERVICE						

Subtotal for 01 - General Requirements **$46,120.65**

02 - Existing Conditions

25	02 41 19 13-0058		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.						$1,449.15
					Quantity		Unit Price		Factor	= Total
				Installation	1.00	x	1,165.66	x	1.2432	= 1,449.15
		User Note:		M-202 - SAWCUT EXISTING FOR NEW DUCT OPENING						
26	02 41 19 13-0367		EA	Core Drill Minimum ChargeFor projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth" or "Drilling In Wood Or Plastic Per Inch Of Depth".						$2,333.91
					Quantity		Unit Price		Factor	= Total
				Installation	2.00	x	938.67	x	1.2432	= 2,333.91
		User Note:		E-202/P-201 - CORE FOR PIPE PENETRATIONS - 2 MOVES/MOBS						
27	02 41 19 16-0009		SF	Demolish Drywall Ceiling						$474.28
					Quantity		Unit Price		Factor	= Total
				Installation	350.00	x	1.09	x	1.2432	= 474.28
		User Note:		DEMO DRYWALL CEILING FOR HVAC REPLACEMENT/MODIFICATIONS						

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

02 - Existing Conditions

28	02 41 19 16-0046		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides							$140.98
			Installation	Quantity 27.00	x	Unit Price 4.20	x	Factor 1.2432	=	Total 140.98	
		User Note:	A-2.0 NOTE 1 - DEMO EXISTING RANGE LOW WALL - (9' X 3'H = 27)								

Subtotal for 02 - Existing Conditions **$4,398.32**

03 - Concrete

29	03 01 30 71-0009		SF	Patch Decks Or Floors With 1/8" To 1/4" Thick Epoxy Cementitious Mortar							$7,281.43
			Installation	Quantity 263.00	x	Unit Price 22.27	x	Factor 1.2432	=	Total 7,281.43	
		User Note:	A-3.0 - EXISTING FLOOR REPAIR/PATCH FOR NEW FLOORING SYSTEM - (1313' X 20% = 263)								
30	03 21 11 00-0251		EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment							$4,342.62
			Installation	Quantity 130.00	x	Unit Price 26.87	x	Factor 1.2432	=	Total 4,342.62	
		User Note:	A-2.0 NOTE 4 - CONCRETE CURB/EQUIP PAD AT MILLWORK LOCATIONS - DOWEL TO EXISTING - (173' / 16"OC = 130)								
31	03 31 13 00-0082		CY	250' Haul, Non-Motorized, Concrete Buggy							$6,068.53
			Installation	Quantity 98.00	x	Unit Price 49.81	x	Factor 1.2432	=	Total 6,068.53	
		User Note:	CART TO MOVE DEBRIS/MATERIAL								
32	03 31 13 00-0091		SF	4" Equipment Pad With Rebar Assembly							$4,559.46
			Installation	Quantity 146.00	x	Unit Price 25.12	x	Factor 1.2432	=	Total 4,559.46	
		User Note:	A-2.0 NOTE 4 - CONCRETE CURB/EQUIP PAD AT MILLWORK LOCATIONS								
33	03 35 19 00-0003		SF	Epoxy Resin Bonding Agent							$5,664.16
			Installation	Quantity 1,313.00	x	Unit Price 3.47	x	Factor 1.2432	=	Total 5,664.16	
		User Note:	A-3.0 - BONDING AGENT FOR POLISHED CONCRETE FINISH FLOORING								
34	03 35 43 00-0002		SF	Mechanically Grind Concrete Floor With 40 Grit Metal Bonded Diamond Wheels							$3,232.00
			Installation	Quantity 1,313.00	x	Unit Price 1.98	x	Factor 1.2432	=	Total 3,232.00	
		User Note:	A-3.0 - GRIND TO REMOVE EXISTING FLOORING SYSTEM								
35	03 35 43 00-0002	0138	MOD	For >1,000 To 2,500, Add							$3,770.66
			Installation	Quantity 1,313.00	x	Unit Price 2.31	x	Factor 1.2432	=	Total 3,770.66	
		User Note:									
36	03 35 43 00-0010		SF	High Speed Burnish Concrete Floor With Diamond Pads							$457.05
			Installation	Quantity 1,313.00	x	Unit Price 0.28	x	Factor 1.2432	=	Total 457.05	
		User Note:	A-3.0 - POLISHED CONCRETE SYSTEM								
37	03 35 43 00-0010	0138	MOD	For >1,000 To 2,500, Add							$473.37
			Installation	Quantity 1,313.00	x	Unit Price 0.29	x	Factor 1.2432	=	Total 473.37	
		User Note:									
38	03 35 43 00-0012		SF	Apply 2 Coats Of Concrete Densifier With Stain Protector For Concrete Floor Polishing							$1,697.61
			Installation	Quantity 1,313.00	x	Unit Price 1.04	x	Factor 1.2432	=	Total 1,697.61	
		User Note:	A-3.0 - POLISHED CONCRETE SYSTEM								

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03 - Concrete

39	03 35 43 00-0012	0138	MOD	For >1,000 To 2,500, Add								$848.81
					Quantity		Unit Price		Factor	=	Total	
			Installation		1,313.00	x	0.52	x	1.2432	=	848.81	
		User Note:										
40	03 35 43 00-0013		SF	Concrete Floor Polishing Final Clean Up								$244.85
					Quantity		Unit Price		Factor	=	Total	
			Installation		1,313.00	x	0.15	x	1.2432	=	244.85	
		User Note:	A-3.0 - POLISHED CONCRETE SYSTEM									
41	03 35 43 00-0013	0138	MOD	For >1,000 To 2,500, Add								$293.82
					Quantity		Unit Price		Factor	=	Total	
			Installation		1,313.00	x	0.18	x	1.2432	=	293.82	
		User Note:										
42	03 37 16 00-0010		HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses								$1,423.81
					Quantity		Unit Price		Factor	=	Total	
			Installation		8.00	x	143.16	x	1.2432	=	1,423.81	
		User Note:	A-2.0 NOTE 4 - CONCRETE CURB/EQUIP PAD AT MILLWORK LOCATIONS									

Subtotal for 03 - Concrete **$40,358.18**

05 - Metals

43	05 05 19 00-0072		EA	3/8" Diameter x 2-3/4" Length, 316 Stainless Steel, Wedge Anchor Expansion Bolt								$761.04
					Quantity		Unit Price		Factor	=	Total	
			Installation		32.00	x	19.13	x	1.2432	=	761.04	
		User Note:	M-002/M-302 DET 5 - K-35 MUA - MAKE UP AIR UNIT SUPPORT ANCHORS - (4EA PER X 4 LOCS = 16) M-002/M-302 DET 1 - KEF-35 - EF UNIT SUPPORT ANCHORS - (4EA PER X 4 LOCS = 16) TOTAL = 32									
44	05 05 19 00-0072	0221	MOD	For >10 To 50, Deduct								-$26.26
					Quantity		Unit Price		Factor	=	Total	
			Installation		32.00	x	-0.66	x	1.2432	=	-26.26	
		User Note:										

Subtotal for 05 - Metals **$734.78**

06 - Wood, Plastic, and Composites

45	06 11 16 00-0159		LF	2" x 4" Wood Blocking To Wood								$1,606.26
					Quantity		Unit Price		Factor	=	Total	
			Installation		222.00	x	5.82	x	1.2432	=	1,606.26	
		User Note:	A-4.0/D-1.0 - CABINET BLOCKING									
46	06 16 33 00-0014		SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.								$531.47
					Quantity		Unit Price		Factor	=	Total	
			Installation		125.00	x	3.42	x	1.2432	=	531.47	
		User Note:	A-4.0 - COUNTER TOP SUBSTRATE									
47	06 41 13 00-0332		EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Wood Face Frame, Decorative Laminate Veneer Door and Drawer Front, Base Cabinet								$487.51
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	370.07	x	1.2432	=	460.07	
			Demolition		1.00	x	22.07	x	1.2432	=	27.44	
		User Note:	A-4.0 - BASE CABINETS									

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06 - Wood, Plastic, and Composites

48	06 41 13 00-0332	0130	MOD	For All Plywood Box Construction, Add								$160.91
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	129.43	x	1.2432	=	160.91	
		User Note:										
49	06 41 13 00-0334		EA	18" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Wood Face Frame, Decorative Laminate Veneer Door and Drawer Front, Base Cabinet								$552.71
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	411.48	x	1.2432	=	511.55	
			Demolition		1.00	x	33.11	x	1.2432	=	41.16	
		User Note:	A-4.0 - BASE CABINETS									
50	06 41 13 00-0334	0130	MOD	For All Plywood Box Construction, Add								$160.91
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	129.43	x	1.2432	=	160.91	
		User Note:										
51	06 41 13 00-0336		EA	24" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Wood Face Frame, Decorative Laminate Veneer Door and Drawer Front, Base Cabinet								$1,334.95
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	492.75	x	1.2432	=	1,225.17	
			Demolition		2.00	x	44.15	x	1.2432	=	109.77	
		User Note:	A-4.0 - BASE CABINETS									
52	06 41 13 00-0336	0130	MOD	For All Plywood Box Construction, Add								$321.81
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	129.43	x	1.2432	=	321.81	
		User Note:										
53	06 41 13 00-0337		EA	27" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Wood Face Frame, Decorative Laminate Veneer Door and Drawer Front, Base Cabinet								$2,109.42
					Quantity		Unit Price		Factor	=	Total	
			Installation		3.00	x	515.92	x	1.2432	=	1,924.18	
			Demolition		3.00	x	49.67	x	1.2432	=	185.25	
		User Note:	A-4.0 - BASE CABINETS									
54	06 41 13 00-0337	0130	MOD	For All Plywood Box Construction, Add								$482.72
					Quantity		Unit Price		Factor	=	Total	
			Installation		3.00	x	129.43	x	1.2432	=	482.72	
		User Note:										
55	06 41 13 00-0339		EA	33" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Wood Face Frame, Decorative Laminate Veneer Door and Drawer Front, Base Cabinet								$2,417.56
					Quantity		Unit Price		Factor	=	Total	
			Installation		3.00	x	587.50	x	1.2432	=	2,191.14	
			Demolition		3.00	x	60.71	x	1.2432	=	226.42	
		User Note:	A-4.0 - BASE CABINETS									
56	06 41 13 00-0339	0130	MOD	For All Plywood Box Construction, Add								$482.72
					Quantity		Unit Price		Factor	=	Total	
			Installation		3.00	x	129.43	x	1.2432	=	482.72	
		User Note:										

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06 - Wood, Plastic, and Composites

57	06 41 13 00-0340		EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Wood Face Frame, Decorative Laminate Veneer Door and Drawer Front, Base Cabinet								$835.43
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	605.77	x	1.2432	=	753.09	
				Demolition	1.00	x	66.23	x	1.2432	=	82.34	
			User Note:	A-4.0 - BASE CABINETS								
58	06 41 13 00-0340	0130	MOD	For All Plywood Box Construction, Add								$160.91
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	129.43	x	1.2432	=	160.91	
			User Note:									
59	06 41 13 00-0342		EA	30" Wide, 35" High x 23-3/4" Deep, Double Drawer with False Panel Drawer Front, Solid Wood Face Frame and Decorative Laminate Veneer Drawer Fronts, Base Cabinet								$7,141.62
					Quantity		Unit Price		Factor		Total	
				Installation	7.00	x	765.46	x	1.2432	=	6,661.34	
				Demolition	7.00	x	55.19	x	1.2432	=	480.29	
			User Note:	A-4.0 - BASE CABINETS								
60	06 41 13 00-0342	0127	MOD	For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add								$926.21
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	248.34	x	1.2432	=	926.21	
			User Note:									
61	06 41 13 00-0342	0130	MOD	For All Plywood Box Construction, Add								$1,126.35
					Quantity		Unit Price		Factor		Total	
				Installation	7.00	x	129.43	x	1.2432	=	1,126.35	
			User Note:									
62	06 41 13 00-0343		EA	36" Wide, 35" High x 23-3/4" Deep, Double Drawer with False Panel Drawer Front, Solid Wood Face Frame and Decorative Laminate Veneer Drawer Fronts, Base Cabinet								$5,688.14
					Quantity		Unit Price		Factor		Total	
				Installation	5.00	x	848.85	x	1.2432	=	5,276.45	
				Demolition	5.00	x	66.23	x	1.2432	=	411.69	
			User Note:	A-4.0 - BASE CABINETS								
63	06 41 13 00-0343	0127	MOD	For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add								$308.74
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	248.34	x	1.2432	=	308.74	
			User Note:									
64	06 41 13 00-0343	0130	MOD	For All Plywood Box Construction, Add								$804.54
					Quantity		Unit Price		Factor		Total	
				Installation	5.00	x	129.43	x	1.2432	=	804.54	
			User Note:									
65	06 41 13 00-0386		EA	30" Wide, 18" High x 12" Deep, Double Doors, Solid Wood Face Frame and Decorative Laminate Veneer Doors, Wall Cabinet								$1,645.91
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	386.12	x	1.2432	=	1,440.07	
				Demolition	3.00	x	55.19	x	1.2432	=	205.84	
			User Note:	A-4.0 - WALL CABINETS								
66	06 41 13 00-0386	0131	MOD	For All Plywood Box Construction, Add								$259.02
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	69.45	x	1.2432	=	259.02	
			User Note:									

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Work Order Title: Fire Station 11 Kitchen Modernization

06 - Wood, Plastic, and Composites

67	06 41 13 00-0393		EA	21" Wide, 30" High x 12" Deep, Single Door, Solid Wood Face Frame and Decorative Laminate Veneer Door, Wall Cabinet								$1,086.28
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	398.26	x	1.2432	=	990.23	
				Demolition	2.00	x	38.63	x	1.2432	=	96.05	
			User Note:	A-4.0 - WALL CABINETS								
68	06 41 13 00-0393	0131	MOD	For All Plywood Box Construction, Add								$172.68
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	69.45	x	1.2432	=	172.68	
			User Note:									
69	06 41 13 00-0393		EA	21" Wide, 30" High x 12" Deep, Single Door, Solid Wood Face Frame and Decorative Laminate Veneer Door, Wall Cabinet								$1,086.28
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	398.26	x	1.2432	=	990.23	
				Demolition	2.00	x	38.63	x	1.2432	=	96.05	
			User Note:	A-4.0 - WALL CABINETS								
70	06 41 13 00-0393	0131	MOD	For All Plywood Box Construction, Add								$172.68
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	69.45	x	1.2432	=	172.68	
			User Note:									
71	06 41 13 00-0401		EA	15" Wide, 36" High x 12" Deep, Single Door, Solid Wood Face Frame and Decorative Laminate Veneer Door, Wall Cabinet								$1,035.16
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	388.74	x	1.2432	=	966.56	
				Demolition	2.00	x	27.59	x	1.2432	=	68.60	
			User Note:	A-4.0 - WALL CABINETS								
72	06 41 13 00-0401	0131	MOD	For All Plywood Box Construction, Add								$172.68
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	69.45	x	1.2432	=	172.68	
			User Note:									
73	06 41 13 00-0403		EA	21" Wide, 36" High x 12" Deep, Single Door, Solid Wood Face Frame and Decorative Laminate Veneer Door, Wall Cabinet								$1,201.40
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	444.56	x	1.2432	=	1,105.35	
				Demolition	2.00	x	38.63	x	1.2432	=	96.05	
			User Note:	A-4.0 - WALL CABINETS								
74	06 41 13 00-0403	0131	MOD	For All Plywood Box Construction, Add								$172.68
					Quantity		Unit Price		Factor		Total	
				Installation	2.00	x	69.45	x	1.2432	=	172.68	
			User Note:									
75	06 41 13 00-0406		EA	30" Wide, 36" High x 12" Deep, Double Doors, Solid Wood Face Frame and Decorative Laminate Veneer Doors, Wall Cabinet								$2,230.00
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	542.73	x	1.2432	=	2,024.17	
				Demolition	3.00	x	55.19	x	1.2432	=	205.84	
			User Note:	A-4.0 - WALL CABINETS								
76	06 41 13 00-0406	0131	MOD	For All Plywood Box Construction, Add								$259.02
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	69.45	x	1.2432	=	259.02	
			User Note:									

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06 - Wood, Plastic, and Composites

77	06 41 13 00-0407		EA	33" Wide, 36" High x 12" Deep, Double Doors, Solid Wood Face Frame and Decorative Laminate Veneer Doors, Wall Cabinet								$813.33
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	593.51	x	1.2432	=	737.85	
				Demolition	1.00	x	60.71	x	1.2432	=	75.47	
			User Note:	A-4.0 - WALL CABINETS								
78	06 41 13 00-0407	0131	MOD	For All Plywood Box Construction, Add								$86.34
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	69.45	x	1.2432	=	86.34	
			User Note:									
79	06 41 13 00-0412		EA	18" Wide, 42" High x 12" Deep, Single Door, Solid Wood Face Frame and Decorative Laminate Veneer Door, Wall Cabinet								$619.80
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	465.44	x	1.2432	=	578.64	
				Demolition	1.00	x	33.11	x	1.2432	=	41.16	
			User Note:	A-4.0 - WALL CABINETS								
80	06 41 13 00-0412	0131	MOD	For All Plywood Box Construction, Add								$86.34
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	69.45	x	1.2432	=	86.34	
			User Note:									
81	06 41 13 00-0418		EA	36" Wide, 42" High x 12" Deep, Double Doors, Solid Wood Face Frame and Decorative Laminate Veneer Doors, Wall Cabinet								$929.09
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	681.11	x	1.2432	=	846.76	
				Demolition	1.00	x	66.23	x	1.2432	=	82.34	
			User Note:	A-4.0 - WALL CABINETS								
82	06 41 13 00-0418	0131	MOD	For All Plywood Box Construction, Add								$86.34
					Quantity		Unit Price		Factor		Total	
				Installation	1.00	x	69.45	x	1.2432	=	86.34	
			User Note:									
83	06 41 13 00-0437		EA	36" Wide, 84" High x 24" Deep, Four Doors, Solid Wood Face Frame and Decorative Laminate Veneer Doors, Pantry Cabinet								$6,270.09
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	1,563.43	x	1.2432	=	5,830.97	
				Demolition	3.00	x	117.74	x	1.2432	=	439.12	
			User Note:	A-4.0 - PANTRY CABINETS								
84	06 41 13 00-0437	0132	MOD	For All Plywood Box Construction, Add								$957.61
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	256.76	x	1.2432	=	957.61	
			User Note:									
85	06 41 93 00-0006		EA	5" To 6-1/2", Flat Cabinet Pull Handle								$4,090.56
					Quantity		Unit Price		Factor		Total	
				Installation	79.00	x	32.26	x	1.2432	=	3,168.34	
				Demolition	79.00	x	9.39	x	1.2432	=	922.22	
			User Note:	A4.0 PROVIDE AND INSTALL PULL HANDLES								

Subtotal for 06 - Wood, Plastic, and Composites **$51,074.18**

07 - Thermal And Moisture Protection

86	07 01 50 81-0009		SF	>50 To 100 SF Roof Repair, Membrane Roofing								$2,779.80
					Quantity		Unit Price		Factor		Total	
				Installation	100.00	x	22.36	x	1.2432	=	2,779.80	
			User Note:	MEP ROOF REPAIR - EQUIP/DUCT OPENING/PIPE PENETRATIONS								

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Work Order Title: Fire Station 11 Kitchen Modernization

07 - Thermal And Moisture Protection

87	07 01 50 81-0021		LF	Mastic Sealer, 1/4" Bead At Joint								$726.03
					Quantity		Unit Price		Factor	=	Total	
				Installation	80.00	x	5.10	x	1.2432	=	507.23	
				Demolition	80.00	x	2.20	x	1.2432	=	218.80	
		User Note:	MEP ROOF REPAIR - EQUIP/DUCT OPENING/PIPE PENETRATIONS									
88	07 05 13 00-0002		EA	Up To 1 SQ, Mobilization Of Crew For Small Quantity Of Roof Work								$1,928.87
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	1,551.54	x	1.2432	=	1,928.87	
		User Note:	MOBILIZATION FOR ROOFING REPAIR									
89	07 19 13 00-0001		SF	Spray On Concrete, Acrylic Sealer								$4,586.82
					Quantity		Unit Price		Factor	=	Total	
				Installation	1,313.00	x	2.81	x	1.2432	=	4,586.82	
		User Note:	A-3.0 - CLEAR ACRYLIC SEALER FOR POLISHED CONCRETE									
90	07 51 13 00-0057		LF	4" x 4" Pressure Treated Wood Cant Strip, Cut Diagonally								$69.97
					Quantity		Unit Price		Factor	=	Total	
				Installation	12.00	x	4.69	x	1.2432	=	69.97	
		User Note:	M-302 DET 1 - KEF-35 - EF EQUIP PAD CANT STRIP									
91	07 51 13 00-0069		SQ	Demolish Cap Sheet Surfaced, Built Up Roofing SystemIncludes protective surfacing.								$408.89
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	328.90	x	1.2432	=	408.89	
		User Note:	MEP ROOF REPAIR - EQUIP/DUCT OPENING/PIPE PENETRATIONS									
92	07 51 13 00-0069	0153	MOD	For Up To 10, Add								$101.51
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	81.65	x	1.2432	=	101.51	
		User Note:										
93	07 71 26 00-0013		LF	24 Gauge, Up To 12" Wide, KYNAR 500® Finish, Galvanized Steel Counter Flashing With Reglet								$1,217.94
					Quantity		Unit Price		Factor	=	Total	
				Installation	48.00	x	20.41	x	1.2432	=	1,217.94	
		User Note:	M-302 DET 3/5 - FLASHING FOR EQUIP CURB/DTR									
94	07 72 33 00-0036		EA	Aluminum Cover, Galvanized Steel Curb 3'-0" x 3'-0" Roof								$1,923.75
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	1,547.42	x	1.2432	=	1,923.75	
		User Note:	M-002/M-302 DET 1 - KEF-35 - EF UNIT CURB/EQUIP PAD									
95	07 84 43 00-0009		CLF	1/2" x 1/2" Joint, Intumescent Firestop Sealant (3M CP 25WB+)								$903.58
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	726.82	x	1.2432	=	903.58	
		User Note:	FIRE CAULK EXISITNG FIRE PENETRATIONS VARIOUS LOCATIONS FOR MEP WORK									
96	07 84 43 00-0009	0106	MOD	For Up To 1.4 CLF, Add								$57.82
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	46.51	x	1.2432	=	57.82	
		User Note:										
97	07 84 56 13-0003		SF	1-1/2" Thick Fire Barrier Duct Wrap (3M Duct Wrap 15A)Includes cutting wrap to fit pipe or conduit and sealing edges.								$10,052.49
					Quantity		Unit Price		Factor	=	Total	
				Installation	446.00	x	18.13	x	1.2432	=	10,052.49	
		User Note:	M-201 NOTE 1/2 - S/S DUCTWORK SERVING EXHAUST KEF-35 - DUCT FIRE WRAP 2 LAYERS -									

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

07 - Thermal And Moisture Protection

98	07 84 56 13-0003	0089	MOD	For Work In Restricted Working Space, Add								$792.89
					Quantity		Unit Price		Factor	=	Total	
			Installation		446.00	x	1.43	x	1.2432	=	792.89	
		User Note:										
99	07 92 13 00-0005		CLF	3/8" x 3/8" Joint, Silicone Sealant And Caulking								$1,095.21
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	440.48	x	1.2432	=	1,095.21	
		User Note:	MISC CAILKING FOR EXISTING REPAIRS/EQUIP									
100	07 92 13 00-0005	0098	MOD	For Up To 2.5 CLF, Add								$62.93
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	25.31	x	1.2432	=	62.93	
		User Note:										
101	07 92 13 00-0005	0122	MOD	For 1 Part Mildew Resistant, Add								$114.47
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	46.04	x	1.2432	=	114.47	
		User Note:										
102	07 92 13 00-0005	0123	MOD	For High-Modulus Non-Acid Curing, Add								$65.42
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	26.31	x	1.2432	=	65.42	
		User Note:										

Subtotal for 07 - Thermal And Moisture Protection **$26,888.39**

09 - Finishes

103	09 01 20 91-0006		SF	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location. See CSI section 09 29 10 00-0001 for "Gypsum Board" repairs > 32 SF.								$11,672.19
					Quantity		Unit Price		Factor	=	Total	
			Installation		759.00	x	12.37	x	1.2432	=	11,672.19	
		User Note:	A-2.0/A-4.0 - LOW WALL AT RANGE LOC - (9' X 3'H X 2 SIDES = 54) MEP CEILING/WALL OPENING/REPAIR IMPROVEMENTS VARIOUS LOCS - (705) TOTAL = 759									
104	09 01 60 91-0013		LF	Up To 6" Wide, Hand Detail Work/Grinding At Wall Of Existing Concrete Floor Prior To Installation Of FlooringUp to 1/4" of material per pass								$5,518.19
					Quantity		Unit Price		Factor	=	Total	
			Installation		238.00	x	18.65	x	1.2432	=	5,518.19	
		User Note:	A-3.0 - HAND DETAIL/GRINDING PERIMETER/EDGES									
105	09 01 60 91-0014		SY	Chemical Prepare Existing Concrete Floor Prior To Installation Of Flooring								$1,613.60
					Quantity		Unit Price		Factor	=	Total	
			Installation		146.00	x	8.89	x	1.2432	=	1,613.60	
		User Note:	A-3.0 - PREP EXISTING FLOORING - (1313' / 9 = 146)									
106	09 01 90 52-0014		SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation								$2,310.11
					Quantity		Unit Price		Factor	=	Total	
			Installation		3,097.00	x	0.60	x	1.2432	=	2,310.11	
		User Note:	A-3.0 - PREP EXISTING WALL/CEILING SURFACES: WALLS - (281' X 9'H = 2529) CEILINGS - (568) TOTAL = 3097									
107	09 01 90 52-0018		SF	Chemical Clean, Brush And Wash, Metal Surfaces, Surface Preparation								$81.37
					Quantity		Unit Price		Factor	=	Total	
			Installation		85.00	x	0.77	x	1.2432	=	81.37	
		User Note:	A-3.0 - PREP EXISTING DOOR FRAMES - (17' X 5EA = 85)									

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Work Order Title: Fire Station 11 Kitchen Modernization

09 - Finishes

108	09 01 90 52-0018	0332	MOD	For Up To 100, Add								$46.50
					Quantity		Unit Price		Factor	=	Total	
			Installation		85.00	x	0.44	x	1.2432		46.50	
		User Note:										
109	09 01 90 52-0042		SF	Sanding Wood Paneling, Boards, Doors Or Other Wood Surfaces, Surface Preparation								$219.30
					Quantity		Unit Price		Factor	=	Total	
			Installation		210.00	x	0.84	x	1.2432		219.30	
		User Note:	A-3.0 - PREP EXISTING DOORS - (21' X 5EA X 2 SIDES = 210)									
110	09 01 90 52-0042	0333	MOD	For >100 To 250, Add								$70.49
					Quantity		Unit Price		Factor	=	Total	
			Installation		210.00	x	0.27	x	1.2432		70.49	
		User Note:										
111	09 22 16 13-0011		SF	4" Width, 16" On Center, 20 Gauge, Non-Load Bearing, Non-Structural Structural, Galvanized Steel Framing With Tracks And Runners								$772.06
					Quantity		Unit Price		Factor	=	Total	
			Installation		127.00	x	4.89	x	1.2432		772.06	
		User Note:	A-2.0/A-4.0 - LOW WALL AT RANGE LOC - (9' X 3'H = 27) M-201 - MISC CEILING REPAIR/REWORK FOR DUCT RUN - (100) TOTAL = 127									
112	09 22 16 13-0011	0011	MOD	For >100 To 300, Add								$108.94
					Quantity		Unit Price		Factor	=	Total	
			Installation		127.00	x	0.69	x	1.2432		108.94	
		User Note:										
113	09 22 16 13-0040		LF	6" Wide, 16 Gauge Galvanized Steel Backing Plate								$563.17
					Quantity		Unit Price		Factor	=	Total	
			Installation		100.00	x	4.53	x	1.2432		563.17	
		User Note:	A-2.0/D-1.0 DET 1 - WALL BACKING VARIOUS LOCATIONS									
114	09 23 13 00-0018		SF	Smooth Finish Two Coats Gypsum Plaster On Walls								$2,384.56
					Quantity		Unit Price		Factor	=	Total	
			Installation		288.00	x	6.66	x	1.2432		2,384.56	
		User Note:	A-1.0 NOTE 7 - EXISTING WALL REPAIR/SKIM FROM WALLPAPER REMOVAL - (32' X 9'H = 288)									
115	09 23 13 00-0018	0037	MOD	For >100 To 500, Add								$565.71
					Quantity		Unit Price		Factor	=	Total	
			Installation		288.00	x	1.58	x	1.2432		565.71	
		User Note:										
116	09 29 10 00-0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board								$23.12
					Quantity		Unit Price		Factor	=	Total	
			Installation		12.00	x	1.55	x	1.2432		23.12	
		User Note:	A-2.0/A-4.0 - LOW WALL AT RANGE LOC - (3'H X 4 LOCS = 12)									
117	09 29 10 00-0051		LF	Corner Bead, Galvanized Steel For Gypsum Board								$59.08
					Quantity		Unit Price		Factor	=	Total	
			Installation		12.00	x	3.96	x	1.2432		59.08	
		User Note:	A-2.0/A-4.0 - LOW WALL AT RANGE LOC - (3'H X 4 LOCS = 12)									
118	09 29 10 00-0051	0013	MOD	For Up To 100, Add								$4.18
					Quantity		Unit Price		Factor	=	Total	
			Installation		12.00	x	0.28	x	1.2432		4.18	
		User Note:										

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Work Order Title: Fire Station 11 Kitchen Modernization

09 - Finishes

119	09 51 13 00-0065		SF	2' x 2' x 3/4" Thick, Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong Ultima®)								$557.95
					Quantity		Unit Price		Factor		Total	
	X		Installation		240.00	x	1.43	x	1.2432	=	426.67	
	X		Demolition		240.00	x	0.44	x	1.2432	=	131.28	
		User Note:	A-1.0/M-201/E-201 - EXISTING DAMAGE REPAIRS FOR IMPROVEMENTS - (1200' X 20% = 240)									
120	09 51 13 00-0065	0095	MOD	For >200 To 500, Add								$110.40
					Quantity		Unit Price		Factor		Total	
			Installation		240.00	x	0.37	x	1.2432	=	110.40	
		User Note:										
121	09 53 23 00-0007		SF	2' x 2' Grid, Hot Dipped Galvanized Steel, 9/16" T Bar Ceiling Suspension System								$713.10
					Quantity		Unit Price		Factor		Total	
	X		Installation		240.00	x	1.84	x	1.2432	=	549.00	
	X		Demolition		240.00	x	0.55	x	1.2432	=	164.10	
		User Note:	A-1.0/M-201/E-201 - EXISTING DAMAGE REPAIRS FOR IMPROVEMENTS - (1200' X 20% = 240)									
122	09 53 23 00-0007	0114	MOD	For Fastening To Concrete, Add								$408.76
					Quantity		Unit Price		Factor		Total	
			Installation		240.00	x	1.37	x	1.2432	=	408.76	
		User Note:										
123	09 53 23 00-0007	0123	MOD	For >200 To 500, Add								$77.58
					Quantity		Unit Price		Factor		Total	
			Installation		240.00	x	0.26	x	1.2432	=	77.58	
		User Note:										
124	09 53 23 00-0022		SF	Removal And Reinstallation Of 2' x 2' Or 2' x 4' Acoustical Ceiling Tile And Grid AssemblySuspension system tie wire, wall angles and bracing to remain in place.								$4,550.11
					Quantity		Unit Price		Factor		Total	
			Installation		1,200.00	x	3.05	x	1.2432	=	4,550.11	
		User Note:	A-1.0/M-201/E-201 - REMOVE/REINSTALL EXISTING TBAR AS REQUIRED FOR IMPROVEMENTS									
125	09 65 13 13-0010		LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors								$2,288.04
					Quantity		Unit Price		Factor		Total	
			Installation		294.00	x	5.10	x	1.2432	=	1,864.05	
			Demolition		294.00	x	1.16	x	1.2432	=	423.98	
		User Note:	A-3.0 - COVE BASE									
126	09 65 13 13-0010	0445	MOD	For >240 To 960, Deduct								-$142.55
					Quantity		Unit Price		Factor		Total	
			Installation		294.00	x	-0.39	x	1.2432	=	-142.55	
		User Note:										
127	09 65 13 36-0017		LF	1/4" To 1/4" Material x 2-1/2", Vinyl, Wheeled Traffic Transition (Johnsonite CTA-XX-M)								$332.31
					Quantity		Unit Price		Factor		Total	
			Installation		33.00	x	8.10	x	1.2432	=	332.31	
		User Note:	A-3.0 - FLOORING TRANSITION NEW TO EXISTING									
128	09 65 13 36-0017	0143	MOD	For >20 To 40, Add								$48.41
					Quantity		Unit Price		Factor		Total	
			Installation		33.00	x	1.18	x	1.2432	=	48.41	
		User Note:										

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

09 - Finishes

129	09 72 23 00-0003		SF	High Quality Wallpaper (Designer Grade)								$501.26
					Quantity		Unit Price		Factor	=	Total	
				Installation	0.00	x	4.44	x	1.2432	=	0.00	
				Demolition	288.00	x	1.40	x	1.2432	=	501.26	
		User Note:	A-1.0 NOTE 7 - REMOVE EXISTING WALLPAPER - (32' X 9'H = 288)									
130	09 91 23 00-0063		SF	1 Coat Primer, Brush Work, Paint Interior Plaster/Drywall Walls								$2,955.41
					Quantity		Unit Price		Factor	=	Total	
				Installation	2,529.00	x	0.94	x	1.2432	=	2,955.41	
		User Note:	A-3.0 - PAINT WALLS - (281' X 9'H = 2529)									
131	09 91 23 00-0063	0282	MOD	For >2,500 To 5,000, Deduct								-$157.20
					Quantity		Unit Price		Factor	=	Total	
				Installation	2,529.00	x	-0.05	x	1.2432	=	-157.20	
		User Note:										
132	09 91 23 00-0065		SF	2 Coats Paint, Brush Work, Paint Interior Plaster/Drywall Walls								$5,659.30
					Quantity		Unit Price		Factor	=	Total	
				Installation	2,529.00	x	1.80	x	1.2432	=	5,659.30	
		User Note:	A-3.0 - PAINT WALLS - (281' X 9'H = 2529)									
133	09 91 23 00-0065	0282	MOD	For >2,500 To 5,000, Deduct								-$282.96
					Quantity		Unit Price		Factor	=	Total	
				Installation	2,529.00	x	-0.09	x	1.2432	=	-282.96	
		User Note:										
134	09 91 23 00-0161		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling								$628.46
					Quantity		Unit Price		Factor	=	Total	
				Installation	568.00	x	0.89	x	1.2432	=	628.46	
		User Note:	A-3.0 - PAINT CEILINGS									
135	09 91 23 00-0163		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling								$1,143.94
					Quantity		Unit Price		Factor	=	Total	
				Installation	568.00	x	1.62	x	1.2432	=	1,143.94	
		User Note:	A-3.0 - PAINT CEILINGS									
136	09 91 23 00-0255		LF	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Door Frame And Trim								$126.81
					Quantity		Unit Price		Factor	=	Total	
				Installation	85.00	x	1.20	x	1.2432	=	126.81	
		User Note:	A-3.0 - PAINT DOOR FRAMES - (17' X 5EA = 85)									
137	09 91 23 00-0257		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim								$271.58
					Quantity		Unit Price		Factor	=	Total	
				Installation	85.00	x	2.57	x	1.2432	=	271.58	
		User Note:	A-3.0 - PAINT DOOR FRAMES - (17' X 5EA = 85)									
138	09 91 23 00-0275		EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$599.41
					Quantity		Unit Price		Factor	=	Total	
				Installation	5.00	x	96.43	x	1.2432	=	599.41	
		User Note:	A-3.0 - PAINT DOORS									
139	09 91 23 00-0277		EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$1,083.20
					Quantity		Unit Price		Factor	=	Total	
				Installation	5.00	x	174.26	x	1.2432	=	1,083.20	
		User Note:	A-3.0 - PAINT DOORS									

Subtotal for 09 - Finishes **$47,485.89**

10 - Specialties

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

10 - Specialties

140	10 28 13 13-0405		EA	Removal And Reinstallation Of Bathroom Accessory								$171.46
					Quantity		Unit Price		Factor	=	Total	
			Installation		4.00	x	34.48	x	1.2432		171.46	
		User Note:	A-2.0 - REMOVE/REINSTALL EXISTING ACCESSORIES - PP/SOAP DISPENSER									

Subtotal for 10 - Specialties **$171.46**

11 - Equipment

141	11 30 13 13-0076		EA	>20 To 22 CF Chest Freezer								$185.75
					Quantity		Unit Price		Factor	=	Total	
	X		Installation		1.00	x	99.60	x	1.2432		123.82	
	X		Demolition		1.00	x	49.81	x	1.2432	=	61.92	
		User Note:	A-2.0 - REMOVE/REINSTALL EXISTING FREEZER									
142	11 30 13 13-0076	0018	MOD	For Stainless Steel, Add								$245.18
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	197.22	x	1.2432		245.18	
		User Note:										
143	11 30 13 13-0085		EA	Removal And Reinstallation Of Stove/Range								$371.49
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	298.82	x	1.2432		371.49	
		User Note:	A-2.0 E3 - REMOVE/REINSTALL EXISTING STOVE RANGE									
144	11 30 13 13-0086		EA	Removal And Reinstallation Of Dishwasher								$792.52
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	318.74	x	1.2432		792.52	
		User Note:	A-2.0 E2 - REMOVE/REINSTALL EXISTING DISHWASHER									
145	11 41 13 00-0008		EA	Single Section, 24.2 CF, Full Door, Self Contained, Reach-In Refrigerator								$682.26
					Quantity		Unit Price		Factor	=	Total	
	X		Installation		1.00	x	365.86	x	1.2432		454.84	
	X		Demolition		1.00	x	182.93	x	1.2432	=	227.42	
		User Note:	A-2.0 E1 - REMOVE/REINSTALL EXISTING REFRIGERATOR									
146	11 41 23 00-0423		EA	21" x 36" Chrome Modular Wire Shelving, 4 Tier, 63" Posts								$373.41
					Quantity		Unit Price		Factor	=	Total	
	X		Installation		3.00	x	100.12	x	1.2432		373.41	
		User Note:	A-2.0 - REMOVE/REINSTALL EXISTING WIRE SHELVING									
147	11 42 23 00-0006		EA	Stainless Steel Pot Sink, Double 20" x 20" x 18" Compartment And Drain Board								$5,771.26
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	4,426.68	x	1.2432		5,503.25	
			Demolition		1.00	x	215.58	x	1.2432	=	268.01	
		User Note:	P-001/P-201 - S-2 - DOUBLE WORKSTATION SINK									
148	11 46 83 00-0005		EA	100 Lb./Day, Undercounter, Air-Cooled Ice Machine With 57 Lb. Capacity Bin (Scotsman CU0920MA)								$717.07
					Quantity		Unit Price		Factor	=	Total	
	X		Installation		1.00	x	384.53	x	1.2432		478.05	
	X		Demolition		1.00	x	192.26	x	1.2432	=	239.02	
		User Note:	A-2.0 - REMOVE/REINSTALL (E) ICE MACHINE									
149	11 48 16 00-0004		EA	1 HP, 115/208-230 Volt, 1 Phase, Stainless Steel, Garbage Disposal								$6,020.84
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	2,251.78	x	1.2432		5,598.83	
			Demolition		2.00	x	169.73	x	1.2432	=	422.02	
		User Note:	A-2.0 N6 - GARBAGE DISPOSALS FOR SINK N2/N4									

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

11 - Equipment

150	11 52 33 00-0020		EA	Swivel Wall Mounts For 10" To 30" Flat Panel Displays2.6" To 16.6" swing arm extension, 12-degrees tilt							$470.92
					Quantity		Unit Price		Factor		Total
	X		Installation		1.00	x	252.53	x	1.2432	=	313.95
	X		Demolition		1.00	x	126.27	x	1.2432	=	156.98
		User Note:	A-1.0 NOTE 9 REMOVE/REINSTALL EXISTING TV MOUNT								

Subtotal for 11 - Equipment **$15,630.70**

12 - Furnishings

151	12 31 16 00-0098		SF	16 Gauge Stainless Steel Countertop With Backsplash							$28,574.26
					Quantity		Unit Price		Factor		Total
			Installation		233.00	x	95.18	x	1.2432	=	27,570.37
			Demolition		125.00	x	6.46	x	1.2432	=	1,003.88
		User Note:	A-4.0/D-1.0 - S/S COUNTERTOP/BACKSPLASH								
152	12 31 16 00-0098	0005	MOD	For 14 Gauge Stainless Steel, Add							$5,266.12
					Quantity		Unit Price		Factor		Total
			Installation		233.00	x	18.18	x	1.2432	=	5,266.12
		User Note:									
153	12 31 16 00-0100		EA	Cutout For Sink And/or Faucet In Stainless Steel Countertop							$1,234.50
					Quantity		Unit Price		Factor		Total
			Installation		6.00	x	165.50	x	1.2432	=	1,234.50
		User Note:	A-4.0/D-1.0 - CUTOUT FOR SINKS/FAUCETS								

Subtotal for 12 - Furnishings **$35,074.88**

13 - Special Construction

154	13 48 53 00-0002		EA	4-Bolt Deck Anchor Connection For Seismic BraceIncludes drilling into concrete, bolts, anchor plate, seismic bracket attached with bolt, nut and washer.							$9,252.58
					Quantity		Unit Price		Factor		Total
			Installation		45.00	x	165.39	x	1.2432	=	9,252.58
		User Note:	S2.1 NOTE 4 - SEISMIC BRACING - KITCHEN HOOD - (4) MEP SEISMIC SUPPORT PIPING/DUCTWORK - (41) TOTAL = 45								
155	13 48 53 00-0006		EA	2 Channel Seismic Brace With Center Threaded Rod StiffenerIncludes seismic bracket, bolts, and channel for attachment to ceiling anchor. Excludes deck anchors.							$18,351.67
					Quantity		Unit Price		Factor		Total
			Installation		41.00	x	360.04	x	1.2432	=	18,351.67
		User Note:	MEP SEISMIC SUPPORT PIPING/DUCTWORK								
156	13 48 53 00-0008		EA	4 Channel Seismic Brace With Center Threaded Rod StiffenerIncludes seismic bracket, bolts, and channel for attachment to ceiling anchor. Excludes deck anchors.							$3,517.01
					Quantity		Unit Price		Factor		Total
			Installation		4.00	x	707.25	x	1.2432	=	3,517.01
		User Note:	S2.1 NOTE 4 - SEISMIC BRACING - KITCHEN HOOD								

Subtotal for 13 - Special Construction **$31,121.26**

21 - Fire Suppression

157	21 22 16 00-0005		EA	40 Lb. Empty Tank And Valve Assembly, Sapphire® Fire Suppression Systems (Ansul 570636)20 to 46 Lb. tank capacity. Excludes Sapphire agent.							$4,649.49
					Quantity		Unit Price		Factor		Total
			Installation		2.00	x	1,869.97	x	1.2432	=	4,649.49
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

21 - Fire Suppression

158	21 22 16 00-0012		LB	Sapphire Agent. Fire Protection Fluid, Factory Filled (Novec 1230)Add to empty tank cost.							$4,092.61
					Quantity		Unit Price		Factor		Total
			Installation		80.00	x	41.15	x	1.2432	=	4,092.61
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
159	21 22 16 00-0015		EA	3/4" Drilled Brass Nozzle, 180 Degree, Sapphire® Fire Suppression System (Ansul 570516)							$1,197.80
					Quantity		Unit Price		Factor		Total
			Installation		6.00	x	160.58	x	1.2432	=	1,197.80
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
160	21 22 16 00-0027		EA	7/16-20 To 1/4" NPT, Male Actuation Elbow, Sapphire® Fire Suppression System (Ansul 31810)							$193.64
					Quantity		Unit Price		Factor		Total
			Installation		11.00	x	14.16	x	1.2432	=	193.64
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
161	21 22 16 00-0028		EA	7/16-20 To 1/4" NPT, Male Actuation Tee, Sapphire® Fire Suppression System (Ansul 31811)							$137.93
					Quantity		Unit Price		Factor		Total
			Installation		7.00	x	15.85	x	1.2432	=	137.93
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
162	21 22 16 00-0029		EA	1/4" NPT To 7/16-20, Male Actuation Connector, Sapphire® Fire Suppression System (Ansul 32338)							$295.79
					Quantity		Unit Price		Factor		Total
			Installation		11.00	x	21.63	x	1.2432	=	295.79
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
163	21 22 16 00-0033		EA	24", Stainless Steel, Swivel, Braided Actuation Hose, Sapphire® Fire Suppression System (Ansul 32336)							$56.22
					Quantity		Unit Price		Factor		Total
			Installation		1.00	x	45.22	x	1.2432	=	56.22
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
164	21 22 16 00-0035		EA	Local Manual Actuator, Sapphire® Fire Suppression System (Ansul 570549)							$376.91
					Quantity		Unit Price		Factor		Total
			Installation		1.00	x	303.18	x	1.2432	=	376.91
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
165	21 22 16 00-0036		EA	Electric Actuator Shipping Assembly, Sapphire® Fire Suppression System (Ansul 570537)							$845.84
					Quantity		Unit Price		Factor		Total
			Installation		1.00	x	680.37	x	1.2432	=	845.84
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
166	21 22 16 00-0039		EA	Warning Plate for Use Inside Room, Sapphire® Fire Suppression Systems (Ansul 570581)							$136.68
					Quantity		Unit Price		Factor		Total
			Installation		2.00	x	54.97	x	1.2432	=	136.68
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
167	21 22 16 00-0041		EA	Tank Bracket Assembly For 20 Lb., 40 Lb., 50 Lb., 80 Lb., And 90 Lb., Tanks, Sapphire® Fire Suppression Systems (Ansul 570085)							$386.71
					Quantity		Unit Price		Factor		Total
			Installation		2.00	x	155.53	x	1.2432	=	386.71
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
168	21 22 16 00-0045		EA	1" Manifold Check Valve, Sapphire® Fire Suppression Systems (Ansul 570566)							$520.57
					Quantity		Unit Price		Factor		Total
			Installation		1.00	x	418.73	x	1.2432	=	520.57
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

21 - Fire Suppression

169	21 22 16 00-0048	EA	1" Flexible Discharge Hose, Sapphire® Fire Suppression Systems (Ansul 570539)							$163.52
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	131.53	x	1.2432	=	163.52
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
170	21 22 16 00-0059	EA	Pressure Trip, Sapphire® Fire Suppression Systems (Ansul 5156)							$216.32
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	174.00	x	1.2432	=	216.32
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
171	21 22 16 00-0159	EA	12 Or 24 Volt DC, Assembly, Automan II-C Releasing Device Equipment, Inergen® Fire Suppression System (Ansul 17728)							$1,720.58
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	1,383.99	x	1.2432	=	1,720.58
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
172	21 22 16 00-0198	EA	Abort, Surface Mount Switch, Autopulse® Fire Detection And Control Equipment (Ansul 76494)							$249.04
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	200.32	x	1.2432	=	249.04
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
173	21 22 16 00-0224	EA	CHS-4 Chassis, IQ-396X Cabinets/Accessories, Autopulse® Fire Detection And Control Equipment (Ansul 419586)							$289.90
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	233.19	x	1.2432	=	289.90
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
174	21 22 16 00-0296	EA	VRT-200 Display, Standard Version, Vesda® Aspirating Smoke Detection System (Ansul 430381)Includes a remote termination card and 7 relays.							$2,765.32
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	2,224.36	x	1.2432	=	2,765.32
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
175	21 22 16 00-0377	EA	DPST, Dual Action Pull Station, Industrial Fire Control System (Ansul 428656)							$179.85
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	144.67	x	1.2432	=	179.85
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
176	21 22 16 00-0379	EA	Surface Mounted Back Box For Manual Pull Stations, Industrial Fire Control System (Ansul 428660)							$40.83
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	32.84	x	1.2432	=	40.83
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
177	21 23 16 00-0182	EA	3/8" Quickseal Adapter, Kitchen Fire Suppression Systems (Pyro-Chem 550857)							$313.81
				Quantity		Unit Price		Factor		Total
		Installation		6.00	x	42.07	x	1.2432	=	313.81
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
178	21 23 16 00-0183	EA	1/2" Quickseal Adapter, Kitchen Fire Suppression Systems (Pyro-Chem 550859)							$54.17
				Quantity		Unit Price		Factor		Total
		Installation		1.00	x	43.57	x	1.2432	=	54.17
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							
179	21 24 16 00-0031	EA	Cap, Nozzle Blow-Off (Standard)							$79.74
				Quantity		Unit Price		Factor		Total
		Installation		6.00	x	10.69	x	1.2432	=	79.74
		User Note:	M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM							

Subtotal for 21 - Fire Suppression **$18,963.27**

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

22 - Plumbing

180	22 07 16 00-0002		EA	Neoprene Insulation Kit For Under Lavatories								$1,504.07
					Quantity		Unit Price		Factor	=	Total	
				Installation	3.00	x	377.45	x	1.2432	=	1,407.74	
				Demolition	3.00	x	25.83	x	1.2432	=	96.34	
			User Note:	P-001/P-201 - S-1-3 - BOOT/DRAIN GUARDS								
181	22 07 19 00-0030		LF	3/4" Diameter Pipe, 1-1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)								$1,189.49
					Quantity		Unit Price		Factor	=	Total	
				Installation	65.00	x	14.72	x	1.2432	=	1,189.49	
			User Note:	P-201/P-202 - CD LINE SET								
182	22 07 19 00-0030	0140	MOD	For Work In Restricted Working Space, Add								$238.38
					Quantity		Unit Price		Factor	=	Total	
				Installation	65.00	x	2.95	x	1.2432	=	238.38	
			User Note:									
183	22 11 16 00-0772		EA	Up To 1/2", Cut And Prepare Existing In Place Copper Pipe								$87.35
					Quantity		Unit Price		Factor	=	Total	
				Installation	6.00	x	11.71	x	1.2432	=	87.35	
			User Note:	P-201 - POC								
184	22 11 16 00-0773		EA	3/4", Cut And Prepare Existing In Place Copper Pipe								$31.45
					Quantity		Unit Price		Factor	=	Total	
				Installation	2.00	x	12.65	x	1.2432	=	31.45	
			User Note:	P-201 - POC								
185	22 11 16 00-0915		LF	1/2" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.								$2,937.76
					Quantity		Unit Price		Factor	=	Total	
				Installation	95.00	x	24.46	x	1.2432	=	2,888.82	
				Demolition	12.00	x	3.28	x	1.2432	=	48.93	
			User Note:	P-201 - CW/HW LINE								
186	22 11 16 00-0915	0127	MOD	For Work In Restricted Working Space, Add								$648.39
					Quantity		Unit Price		Factor	=	Total	
				Installation	95.00	x	5.49	x	1.2432	=	648.39	
			User Note:									
187	22 11 16 00-0916		LF	3/4" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.								$2,453.73
					Quantity		Unit Price		Factor	=	Total	
				Installation	69.00	x	28.36	x	1.2432	=	2,432.74	
				Demolition	4.00	x	4.22	x	1.2432	=	20.99	
			User Note:	P-201/P-202 - CD/CW LINE								
188	22 11 16 00-0916	0127	MOD	For Work In Restricted Working Space, Add								$534.41
					Quantity		Unit Price		Factor	=	Total	
				Installation	69.00	x	6.23	x	1.2432	=	534.41	
			User Note:									
189	22 11 19 00-0220		EA	Plastic Ice Maker Outlet Box, 1/2" Quarter Turn Ball Valve With Water Hammer Arrestor, Wall Mount								$196.41
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	157.99	x	1.2432	=	196.41	
			User Note:	P-001/P-201 - IMB-1 - ICE MAKER BOX								

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

22 - Plumbing

190	22 11 19 00-0394		EA	3/4" Threaded Reduced Pressure Zone Assembly With Quarter Turn Shut-offs And Strainer (Watts LF909QT-S)							$3,042.15
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	2,447.03	x	1.2432	=	3,042.15
		User Note:		P-001/P-201 NOTE 5 - BFP-1 - BACKFLOW PREVENTER							
191	22 11 19 00-0394	0137	MOD	For Work In Restricted Working Space, Add							$41.47
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	33.36	x	1.2432	=	41.47
		User Note:									
192	22 11 19 00-0524		EA	Up To 1" Diameter Air Gap For Backflow Preventer							$167.47
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	134.71	x	1.2432	=	167.47
		User Note:		P-001/P-201 NOTE 5 - BFP-1 - BACKFLOW PREVENTER							
193	22 13 13 00-0008		EA	Countertop Kitchen Sink, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and faucet.							$3,586.87
					Quantity		Unit Price		Factor		Total
				Installation	3.00	x	961.73	x	1.2432	=	3,586.87
		User Note:		P-001/P-201 - S-1-3 - ROUGH IN SINKS							
194	22 13 16 00-0012		LF	2" Aboveground No Hub Cast Iron Soil Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.							$328.06
					Quantity		Unit Price		Factor		Total
				Installation	6.00	x	37.08	x	1.2432	=	276.59
				Demolition	6.00	x	6.90	x	1.2432	=	51.47
		User Note:		P-201 - PLUMBING TIE IN/REWORK							
195	22 13 16 00-0449		EA	2" No Hub Cast Iron P-Trap							$378.14
					Quantity		Unit Price		Factor		Total
				Installation	3.00	x	70.78	x	1.2432	=	263.98
				Demolition	3.00	x	30.61	x	1.2432	=	114.16
		User Note:		P-001/P-201 - S-1-3 - P-TRAP							
196	22 13 16 00-0490		EA	Cut And Prepare 2" Cast Iron Pipe, No Hub							$48.04
					Quantity		Unit Price		Factor		Total
				Installation	3.00	x	12.88	x	1.2432	=	48.04
		User Note:		P-201 - POD/POC							
197	22 42 16 16-0013		EA	22" x 22" x 10" Stainless Steel Kitchen Sink, Single Bowl, 18 Gauge (Elkay DLR222210)							$1,833.30
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	1,375.49	x	1.2432	=	1,710.01
				Demolition	1.00	x	99.17	x	1.2432	=	123.29
		User Note:		P-201 - S1 - KITCHEN SINK							
198	22 42 16 16-0014		EA	25" x 22" x 10" Stainless Steel Kitchen Sink, Single Bowl, 18 Gauge (Elkay DLR252210)							$1,949.52
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	1,466.83	x	1.2432	=	1,823.56
				Demolition	1.00	x	101.32	x	1.2432	=	125.96
		User Note:		P-201 - S3 - KITCHEN SINK							
199	22 42 39 00-0019		EA	Brushed Nickel Single Handle Kitchen Faucet With Integrated Spray (Elkay LKGT1041NK)							$3,733.26
					Quantity		Unit Price		Factor		Total
				Installation	3.00	x	947.08	x	1.2432	=	3,532.23
				Demolition	3.00	x	53.90	x	1.2432	=	201.03
		User Note:		P-001/P-201 - S-1-3 - KITCHEN FAUCETS							

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

22 - Plumbing

200	22 42 39 00-0206		EA	1-1/2" Grid Strainer Tailpiece (Chicago Faucet 327-X1-1/2TPCP)							$517.37
					Quantity		Unit Price		Factor		Total
				Installation	3.00	x	124.09	x	1.2432	=	462.81
				Demolition	3.00	x	14.63	x	1.2432	=	54.56
		User Note:		P-001/P-201 - S-1-3 - KITCHEN SINK							
201	22 42 39 00-0218		EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)							$501.26
					Quantity		Unit Price		Factor		Total
				Installation	6.00	x	55.88	x	1.2432	=	416.82
				Demolition	6.00	x	11.32	x	1.2432	=	84.44
		User Note:		P-001/P-201 - S-1-3 - KITCHEN SINK - (2EA PER X 3EA = 6)							
202	22 42 39 00-0219		PR	Pair of 16" Long, 3/8" OD x 1/2" IPS, Stainless Steel Braided Sink Supply Line							$187.15
					Quantity		Unit Price		Factor		Total
				Installation	3.00	x	37.75	x	1.2432	=	140.79
				Demolition	3.00	x	12.43	x	1.2432	=	46.36
		User Note:		P-001/P-201 - S-1-3 - KITCHEN SINK							
203	22 42 39 00-0225		EA	Double Handle Chrome Hot And Cold Water Dispenser (InSinkErator F-HC110C)							$838.39
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	633.96	x	1.2432	=	788.14
				Demolition	1.00	x	40.42	x	1.2432	=	50.25
		User Note:		REMOVE/REINSTALL EXISTING EQUIP IN UTILITY STORAGE							

Subtotal for 22 - Plumbing **$26,973.89**

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

204	23 01 10 91-0002		EA	Up To 100', Up To 1-1/2" Diameter Pipe, Purge Gas Systems							$672.35
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	540.82	x	1.2432	=	672.35
		User Note:		A-2.0 E-3 - EXISTING STOVE GAS LINE PURGE							
205	23 01 20 91-0040		EA	Shut Down Existing Interior Piping SystemIncludes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.							$612.20
					Quantity		Unit Price		Factor		Total
				Installation	2.00	x	246.22	x	1.2432	=	612.20
		User Note:		P-201 - SHUT DOWN FOR POC							
206	23 01 30 51-0014		EA	Cut Access For Cleaning Duct And Install Duct Insulated Access Doors							$270.72
					Quantity		Unit Price		Factor		Total
				Installation	2.00	x	108.88	x	1.2432	=	270.72
		User Note:		M-101/M-102 - DUCT CLEANING EXISTING UNIT SERVING EF-9							
207	23 01 30 51-0028		EA	Cleaning Of Ductwork Minimum Set-up ChargeFor projects where the total charges are less than the minimum set-up charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.							$1,142.07
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	918.65	x	1.2432	=	1,142.07
		User Note:		M-101/M-102 - DUCT CLEANING EXISTING UNIT SERVING EF-9							
208	23 01 30 51-0029		SF	Apply Anti-microbial Agent To Ductwork And Surfaces After Cleaning							$248.02
					Quantity		Unit Price		Factor		Total
				Installation	350.00	x	0.57	x	1.2432	=	248.02
		User Note:		M-101/M-102 - DUCT CLEANING EXISTING UNIT SERVING EF-9							

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

209	23 01 30 61-0005		LF	>1 To 2 SF Cross Section, Rework Existing Ductwork							$245.48
					Quantity		Unit Price		Factor	=	Total
			Installation		3.00	x	65.82	x	1.2432		245.48
		User Note:	M-101 - POD - TRANSITION/REWORK EXISITNG EXHAUST DUCT								
210	23 05 17 00-0010		EA	2" Steel Pipe Sleeve With Link Seals							$394.24
					Quantity		Unit Price		Factor	=	Total
			Installation		2.00	x	158.56	x	1.2432		394.24
		User Note:	P-202 NOTE 1/3 - PIPE SLEEVE THRU ROOF								
211	23 05 23 00-0682		EA	1" Lift Check Valve, Bronze, Threaded							$268.11
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	215.66	x	1.2432		268.11
		User Note:	M-302 DET 1 - KEF-35 - SOV								
212	23 05 29 00-0625		EA	4" x 6" x 4.8" Rooftop Support Base (Cooper B-Line Dura-Blok DBM)							$319.40
					Quantity		Unit Price		Factor	=	Total
			Installation		6.00	x	42.82	x	1.2432		319.40
		User Note:	E-202/P-202 - DURA BLOCK FOR PIPE								
213	23 05 29 00-0667		EA	29" x 25-5/8" x 20.2" Rooftop Support Bases With Channel Support And Risers Assembly (Cooper B-Line Dura-Blok DB2918DS)							$1,561.88
					Quantity		Unit Price		Factor	=	Total
			Installation		3.00	x	418.78	x	1.2432		1,561.88
		User Note:	M-002/M-302 DET 1/5 - K-35 MUA/KEF-35 - DUCT/UNIT SUPPORT BASE								
214	23 05 48 13-0063		EA	6" x 6", 3/8" Thick Ribbed Neoprene Isolation Pad							$117.06
					Quantity		Unit Price		Factor	=	Total
			Installation		8.00	x	11.77	x	1.2432		117.06
		User Note:	M-002/M-302 DET 5 - K-35 MUA - MAKE UP AIR UNIT NEO PAD/BUSHINGS - (4) M-002/M-302 DET 1 - KEF-35 - EF UNIT NEO PAD/BUSHINGS - (4) TOTAL = 8								
215	23 05 48 13-0114		EA	4-1/2" x 2" x 4-3/4" High Free Standing Spring Mount, 75-150 Lb.							$4,148.81
					Quantity		Unit Price		Factor	=	Total
			Installation		8.00	x	417.15	x	1.2432		4,148.81
		User Note:	M-002/M-302 DET 5 - K-35 MUA - MAKE UP AIR UNIT VIBRATION SPRING ISOLATOR - (4) M-002/M-302 DET 1 - KEF-35 - EF UNIT VIBRATION SPRING ISOLATOR - (4) TOTAL = 8								
216	23 05 93 00-0006		EA	Balancing Roof Exhaust Fan							$1,427.73
					Quantity		Unit Price		Factor	=	Total
			Installation		3.00	x	382.81	x	1.2432		1,427.73
		User Note:	M-101/M-102 - AIR BALANCE/TAB REPORT - 3RD PARTY PRE/POST: EXISTING EF-8/9 - (2EA X 2 P/P = 2) KEF-35 - (1) TOTAL = 3								
217	23 05 93 00-0013		EA	Balancing Variable Volume Air Handling Unit							$1,877.08
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	1,509.88	x	1.2432		1,877.08
		User Note:	M-002/M-202 - AIR BALANCE/TAB REPORT - 3RD PARTY - K-35 MUA UNIT								
218	23 05 93 00-0015		EA	Balancing HVAC Duct System, Ceiling Height To 12' Supply, Return, Exhaust, Register And Diffuser							$2,855.68
					Quantity		Unit Price		Factor	=	Total
			Installation		24.00	x	95.71	x	1.2432		2,855.68
		User Note:	M-101/M-102 - AIR BALANCE/TAB REPORT - 3RD PARTY PRE/POST: EXISTING - (12EA X 2 P/P = 24)								

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

219	23 05 93 00-0018	EA	Balance Variable Air Volume Box								$223.45
				Quantity		Unit Price		Factor		Total	
		Installation		2.00	x	89.87	x	1.2432	=	223.45	
		User Note:	M-101/M-102 - AIR BALANCE/TAB REPORT - 3RD PARTY PRE/POST: EXISTING VAV 59 - (1EA X 2 P/P = 2)								
220	23 05 93 00-0022	EA	Balance General Hood								$396.62
				Quantity		Unit Price		Factor		Total	
		Installation		1.00	x	319.03	x	1.2432	=	396.62	
		User Note:	M-201/M-401 - AIR BALANCE/TAB REPORT - 3RD PARTY - K-34 CAPITIVEAIRE HOOD								
221	23 05 93 00-0026	EA	Balance Dampers								$972.31
				Quantity		Unit Price		Factor		Total	
		Installation		22.00	x	35.55	x	1.2432	=	972.31	
		User Note:	M-101/M-102 - AIR BALANCE/TAB REPORT - 3RD PARTY PRE/POST: EXISTING EF-8/9 - (11EA X 2 P/P = 22)								
222	23 05 93 00-0075	EA	Up To 100', Up To 1-1/2" Piping, Hydrostatic Testing								$1,915.55
				Quantity		Unit Price		Factor		Total	
		Installation		2.00	x	770.41	x	1.2432	=	1,915.55	
		User Note:	P-201 - FLUSH/RESTORE EXISTING SYSTEM								
223	23 05 93 00-0097	EA	Up To 100', Up To 1-1/2" Piping, Pneumatic TestingIncludes soaping joints.								$1,089.84
				Quantity		Unit Price		Factor		Total	
		Installation		1.00	x	876.64	x	1.2432	=	1,089.84	
		User Note:	A-2.0 E-3 - EXISTING STOVE GAS LINE FLUSH/RESTORE								
224	23 09 23 12-0722	EA	90 IN-Lb., 24 Volt AC, 4-20mA, 2-10 Volt DC, Proportional Control, Spring Return Direct Coupled Control Damper Actuator (Belimo NFB24-SR)								$916.25
				Quantity		Unit Price		Factor		Total	
		Installation		1.00	x	737.01	x	1.2432	=	916.25	
		User Note:	M-002/M-201 - ACTUATOR FOR SYSTEM SHUTDOWN								
225	23 09 23 27-0003	EA	10K Ohm Thermistor Duct Temperature Sensor, 1/2" LB Conduit Fitting (Kele ST-D24-XCO)								$384.39
				Quantity		Unit Price		Factor		Total	
		Installation		1.00	x	309.19	x	1.2432	=	384.39	
		User Note:	M-002/M-406 - DUCT TEMP SENSOR								
226	23 09 23 53-0003	HR	EMCS Site Inspection Of Existing Facilities								$2,323.19
				Quantity		Unit Price		Factor		Total	
		Installation		8.00	x	233.59	x	1.2432	=	2,323.19	
		User Note:	M-002/M-201 - BMS SITE INSPECTION/INVESTIGATION OF EXISTING SYSTEM								
227	23 09 23 53-0004	HR	EMCS Engineering Project Management								$1,161.60
				Quantity		Unit Price		Factor		Total	
		Installation		4.00	x	233.59	x	1.2432	=	1,161.60	
		User Note:	M-002/M-201 - BMS SYSTEM CONTROLS								
228	23 09 23 53-0005	HR	EMCS System Engineering, Schematic Design And Layout								$2,448.81
				Quantity		Unit Price		Factor		Total	
		Installation		8.00	x	246.22	x	1.2432	=	2,448.81	
		User Note:	M-002/M-201 - BMS SYSTEM CONTROLS - ENG/DESIGN/LAYOUT TO TIE INTO EXISTING SYSTEM								
229	23 09 23 53-0006	HR	EMCS System Software Programming And Graphics Programming								$2,009.31
				Quantity		Unit Price		Factor		Total	
		Installation		8.00	x	202.03	x	1.2432	=	2,009.31	
		User Note:	M-002/M-201 - BMS SYSTEM CONTROLS - SOFTWARE/GRAPHICS PROGRAMMING TIE IN TO EXISTING SYSTEM								

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23 - Heating, Ventilating, And Air-Conditioning (HVAC)

230	23 09 23 53-0009		HR	EMCS On Site System Diagnostics Field Technician							$1,130.22
					Quantity		Unit Price		Factor	=	Total
			Installation		4.00	x	227.28	x	1.2432		1,130.22
		User Note:	M-002/M-201 - BMS SYSTEM CONTROLS - DIAGNOSTICS TIE IN TO EXISTING SYSTEM								
231	23 09 23 53-0141		EA	BACnet MS/TP VAV Network Room Temperature Sensor With LCD Display (Delta Controls DNS-24)							$366.81
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	295.05	x	1.2432		366.81
		User Note:	M-406 - ROOM TEMP SENSOR								
232	23 09 23 53-0193		EA	Up To 10 Field Installed Application Specific Unit Ventilator Controller Assemblies							$6,128.53
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	4,929.64	x	1.2432		6,128.53
		User Note:	M-002 - KEF-35 - BMS CONTROLLER								
233	23 09 23 53-0289		EA	Demand Controlled Ventilation Program, HVAC (AHU, RTU, AC Units, Etcetera) Programming Measures							$1,569.74
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	1,262.66	x	1.2432		1,569.74
		User Note:	M-406 - BMS YSTEM CONTROLS								
234	23 09 23 53-0465		EA	Water Pressure/Flow Switch Field Equipment, Switches							$447.71
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	360.13	x	1.2432		447.71
		User Note:	M-406 - OVERFLOW SWITCH								
235	23 09 23 53-0588		EA	Hood Controller (Melink Intelli-Hood 2SEN-3001)6 point field I/O device, RS-485 communication protocol, supports up to 4 field temperature sensors and 1 optic sensor system.							$4,005.39
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	3,221.84	x	1.2432		4,005.39
		User Note:	M-401 - K-34 CAPTIVEAIRE KITCHEN HOOD CONTROLLER ON/OFF								
236	23 09 23 53-0677		EA	Provides FLN Support For The PXC Modular (Siemens PXX-485.3)Includes Three RS-485 P1 FLN Connections Or One MS/TP FLN Connection, Maximum Of 96 Devices Supported							$2,221.18
					Quantity		Unit Price		Factor	=	Total
			Installation		2.00	x	893.33	x	1.2432		2,221.18
		User Note:	M-002 - INTERLOCK KEF-35/K-35 MUA UNITS								
237	23 09 23 53-0697		EA	48" Rigid Duct Average Temperature Sensor, 4-20mA, 20-120F (Siemens 535-490-48)							$314.79
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	253.21	x	1.2432		314.79
		User Note:	M-002/M-406 - DUCT TEMP SENSOR								
238	23 11 23 00-0005		LF	3/4" Corrugated Stainless Steel Tubing (CSST), Flexible Gas Pipe							$31.14
					Quantity		Unit Price		Factor	=	Total
			Installation		3.00	x	8.35	x	1.2432		31.14
		User Note:	A-2.0 E-3 - EXISTING STOVE REINSTALL								
239	23 11 23 00-0063		EA	3/4" Indoor Floor Flange Termination Assembly For Corrugated Stainless Steel Tubing (CSST), Flexible Gas Pipe							$83.88
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	67.47	x	1.2432		83.88
		User Note:	A-2.0 E-3 - EXISTING STOVE REINSTALL								
240	23 11 23 00-0085		EA	3/4" Appliance Stub-Out For Corrugated Stainless Steel Tubing (CSST), Flexible Gas Pipe							$45.12
					Quantity		Unit Price		Factor	=	Total
			Installation		1.00	x	36.29	x	1.2432		45.12
		User Note:	A-2.0 E-3 - EXISTING STOVE REINSTALL								

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23 - Heating, Ventilating, And Air-Conditioning (HVAC)

241	23 11 23 00-0260		EA	36" Length, 3/4" FIP x 3/4" FIP Angle Ball Valve, 1/2" Diameter, Polymer Coated Stainless Steel, Flexible Gas Appliance Connector (Brass Craft CSSC2P-36)								$122.22
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	98.31	x	1.2432	=	122.22	
		User Note:		A-2.0 E-3 - EXISTING STOVE REINSTALL								
242	23 11 23 00-0329		EA	3/4" Solenoid Valve, Bronze, 150 PSI, Gas								$362.53
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	291.61	x	1.2432	=	362.53	
		User Note:		M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
243	23 21 13 23-0362		EA	3/4", Cut And Thread Existing In Place Black Steel Pipe								$48.02
					Quantity		Unit Price		Factor	=	Total	
				Installation	1.00	x	38.63	x	1.2432	=	48.02	
		User Note:		A-2.0 E-3 - EXISTING STOVE REINSTALL - POD/POC								
244	23 21 13 23-0376		LF	3/4" Schedule 40 Welded Plain End Black Steel Pipe And Fitting AssemblyIncludes all hangers and all fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.								$2,287.69
					Quantity		Unit Price		Factor	=	Total	
				Installation	62.00	x	29.68	x	1.2432	=	2,287.69	
		User Note:		M-403 - K-34 CAPTIVEAIRE KITCHEN HOOD - ANSUL/FIRE SYSTEM								
245	23 31 13 13-0013		LB	Seal Class A, Type 304, Stainless Steel Sheet Metal Ductwork								$16,039.14
					Quantity		Unit Price		Factor	=	Total	
				Installation	450.00	x	24.17	x	1.2432	=	13,521.66	
				Demolition	450.00	x	4.50	x	1.2432	=	2,517.48	
		User Note:		M-201 NOTE 1/2 - S/S DUCTWORK SERVING EXHAUST KEF-35 - (18" x11' x 3.14 =52+ 20" x 32' x 3.14 = 220 X 2.016 LB/SF = 503 LB)								
246	23 31 13 13-0013	0084	MOD	For Work In Restricted Working Space, Add								$2,965.03
					Quantity		Unit Price		Factor	=	Total	
				Installation	450.00	x	5.30	x	1.2432	=	2,965.03	
		User Note:										
247	23 31 13 13-0013	0093	MOD	For Welded Seams, Add								$5,124.47
					Quantity		Unit Price		Factor	=	Total	
				Installation	450.00	x	9.16	x	1.2432	=	5,124.47	
		User Note:										
248	23 31 13 13-0013	0098	MOD	For >200 To 500, Add								$3,345.45
					Quantity		Unit Price		Factor	=	Total	
				Installation	450.00	x	5.98	x	1.2432	=	3,345.45	
		User Note:										
249	23 31 13 13-0013	0731	MOD	For Elevated Installation >10' To 15', Add								$593.01
					Quantity		Unit Price		Factor	=	Total	
				Installation	450.00	x	1.06	x	1.2432	=	593.01	
		User Note:										
250	23 31 13 13-0556		LF	12" x 28", 20 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork								$5,133.72
					Quantity		Unit Price		Factor	=	Total	
				Installation	24.00	x	172.06	x	1.2432	=	5,133.72	
		User Note:		M-201 - DUCTWORK - (15') + FITTINGS - (3EA X 3' = 9) = 24								
251	23 31 13 13-0556	0095	MOD	For Seal Class A, Add								$1,394.57
					Quantity		Unit Price		Factor	=	Total	
				Installation	24.00	x	46.74	x	1.2432	=	1,394.57	
		User Note:										

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23 - Heating, Ventilating, And Air-Conditioning (HVAC)

252	23 31 13 13-0556	0096	MOD	For Work In Restricted Working Space, Add								$1,307.45
			Installation	Quantity 24.00	x	Unit Price 43.82	x	Factor 1.2432	=	Total 1,307.45		
		User Note:										
253	23 31 13 13-0565		LF	14" x 22", 20 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork								$2,310.41
			Installation	Quantity 12.00	x	Unit Price 154.87	x	Factor 1.2432	=	Total 2,310.41		
		User Note:	M-201 - DUCTWORK - (6') + FITTINGS - (2EA X 3' = 6) = 12									
254	23 31 13 13-0565	0095	MOD	For Seal Class A, Add								$627.62
			Installation	Quantity 12.00	x	Unit Price 42.07	x	Factor 1.2432	=	Total 627.62		
		User Note:										
255	23 31 13 13-0565	0096	MOD	For Work In Restricted Working Space, Add								$588.38
			Installation	Quantity 12.00	x	Unit Price 39.44	x	Factor 1.2432	=	Total 588.38		
		User Note:										
256	23 31 13 13-0573		LF	16" x 16", 20 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork								$513.42
			Installation	Quantity 3.00	x	Unit Price 137.66	x	Factor 1.2432	=	Total 513.42		
		User Note:	M-101 - POD CAP/REPAIR EXISTING									
257	23 31 13 13-0573	0095	MOD	For Seal Class A, Add								$139.49
			Installation	Quantity 3.00	x	Unit Price 37.40	x	Factor 1.2432	=	Total 139.49		
		User Note:										
258	23 31 13 13-0573	0096	MOD	For Work In Restricted Working Space, Add								$130.76
			Installation	Quantity 3.00	x	Unit Price 35.06	x	Factor 1.2432	=	Total 130.76		
		User Note:										
259	23 31 13 13-0577		LF	16" x 24", 20 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork								$11,764.77
			Installation	Quantity 55.00	x	Unit Price 172.06	x	Factor 1.2432	=	Total 11,764.77		
		User Note:	M-201 - DUCTWORK - (44') + FITTINGS - (8EA X 3' = 24) = 68									
260	23 31 13 13-0577	0095	MOD	For Seal Class A, Add								$3,195.89
			Installation	Quantity 55.00	x	Unit Price 46.74	x	Factor 1.2432	=	Total 3,195.89		
		User Note:										
261	23 31 13 13-0577	0096	MOD	For Work In Restricted Working Space, Add								$2,996.24
			Installation	Quantity 55.00	x	Unit Price 43.82	x	Factor 1.2432	=	Total 2,996.24		
		User Note:										
262	23 33 13 23-0245		EA	20" x 20" Vertically Mounted Backdraft Damper								$432.31
			Installation	Quantity 1.00	x	Unit Price 347.74	x	Factor 1.2432	=	Total 432.31		
		User Note:	M-002/M-202 - KEF-35 - EXHAUST FAN BD DAMPER									
263	23 33 13 23-0367		EA	For Motor Pack For Vertically Mounted Backdraft Damper								$606.37
			Installation	Quantity 1.00	x	Unit Price 487.75	x	Factor 1.2432	=	Total 606.37		
		User Note:	M-002/M-202 - KEF-35 - EXHAUST FAN BD DAMPER									

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23 - Heating, Ventilating, And Air-Conditioning (HVAC)

264	23 33 33 00-0004		EA	12" x 12" Duct Access Doors Insulated Factory Fabrication								$135.36
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	108.88	x	1.2432	=	135.36	
		User Note:	M-201/M-301 DET 9 - CLEANOUT DUCT ACCESS DOOR FOR KITCHEN EXHAUST									
265	23 33 33 00-0004	0174	MOD	For Stainless Steel, Add								$92.54
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	74.44	x	1.2432	=	92.54	
		User Note:										
266	23 33 43 00-0001		LF	6-1/2" Width, Galvanized Steel, Flexible Duct Connector								$201.15
					Quantity		Unit Price		Factor	=	Total	
			Installation		10.00	x	16.18	x	1.2432	=	201.15	
		User Note:	M-002/M-302 DET 1 - KEF-35 - EF UNIT FLEX DUCT CONNECTOR									
267	23 33 53 00-0004		SF	1" Field Installed, 3 Lb./CF, Fiberglass Duct Liner Board								$11,739.94
					Quantity		Unit Price		Factor	=	Total	
			Installation		614.00	x	15.38	x	1.2432	=	11,739.94	
		User Note:	M-201/M-301 DET 1 - DUCT LINER (6.66*24')+(5.98*12')+(5.32*3')+(6.66*55')= 614									
268	23 34 16 00-0131		EA	36" Diameter Wheel, 5 HP , 17,884 CFM At 1/4" Static Pressure, Belt Drive, Kitchen Upblast Exhaust Fan115/208-230/60/3. Includes heat baffle, grease baffle and disconnect switch.								$9,697.32
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	7,800.29	x	1.2432	=	9,697.32	
		User Note:	M-002/M-202 - KEF-35 - EXHAUST FAN									
269	23 34 16 00-0131	0529	MOD	For Bird Screen, Add								$210.01
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	168.93	x	1.2432	=	210.01	
		User Note:										
270	23 34 16 00-0131	0533	MOD	For Totally Enclosed Motor, Add								$105.67
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	85.00	x	1.2432	=	105.67	
		User Note:										
271	23 34 16 00-0131	0534	MOD	For Grease Trap Kit, Add								$94.99
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	76.41	x	1.2432	=	94.99	
		User Note:										
272	23 34 16 00-0319		EA	Aluminum Roof Cap For Up To 12" Duct, Installed On Flat Roofs (Broan® 612)								$951.92
					Quantity		Unit Price		Factor	=	Total	
			Installation		2.00	x	382.85	x	1.2432	=	951.92	
		User Note:	M-202/M-302 DET 3 - DUCT THRU ROOF									
273	23 37 13 13-0263		SF	>4 SF, 304 Stainless Steel, Perforated Supply Grille								$3,200.38
					Quantity		Unit Price		Factor	=	Total	
			Installation		17.00	x	151.43	x	1.2432	=	3,200.38	
		User Note:	M-201/M-402 - K-34 CAPTIVEAIRE - S/S PERFORATED PANEL									
274	23 38 13 16-0025		EA	10' Long x 60" Deep Dry Extractor Exhaust Hood								$27,743.16
					Quantity		Unit Price		Factor	=	Total	
			Installation		1.00	x	21,151.54	x	1.2432	=	26,295.59	
			Demolition		1.00	x	1,164.39	x	1.2432	=	1,447.57	
		User Note:	M-201/M-401 - K-34 CAPTIVEAIRE KITCHEN HOOD									

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23 - Heating, Ventilating, And Air-Conditioning (HVAC)

275	23 41 33 00-0027		EA	24" x 12" x 6", High Efficiency Particulate Air (HEPA) Filter Housings 14 Gauge Galvanized Sheet Metal							$4,536.39
					Quantity		Unit Price		Factor		Total
				Installation	6.00	x	608.16	x	1.2432	=	4,536.39
		User Note:		M-201/M-401 - K-34 CAPTRATE SOLO FILTER							
276	23 74 23 13-0011		EA	100 KW, 1-1/2 HP, 3,500 CFM Make-up Air Unit, Electric							$29,692.48
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	23,883.91	x	1.2432	=	29,692.48
		User Note:		M-002/M-202 - K-35 MUA - MAKE UP AIR UNIT							
277	23 74 23 13-0011	0500	MOD	For Welded Exterior Waterproof Casing, Double-Wall, With Insulation, Add							$8,556.82
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	6,882.90	x	1.2432	=	8,556.82
		User Note:									
278	23 74 23 13-0011	0501	MOD	For Equipment Base Roof Curb, Add							$3,676.47
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	2,957.26	x	1.2432	=	3,676.47
		User Note:									

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC) **$209,010.22**

26 - Electrical

279	26 01 20 91-0003		EA	Lock Out/Tag Out Breaker Or Motor StarterExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).							$508.64
					Quantity		Unit Price		Factor		Total
				Installation	9.00	x	45.46	x	1.2432	=	508.64
		User Note:		E-004 - LOTO SAFE OFF							
280	26 01 20 91-0007		EA	Motors, Diconnects And Other Single Source Devices, Existing Circuit Tracing Per Device							$816.47
					Quantity		Unit Price		Factor		Total
				Installation	25.00	x	26.27	x	1.2432	=	816.47
		User Note:		TRACE EXISTING DEVICES INVESTIGATION WORK FOR SAFEOFF							
281	26 05 13 16-0181		EA	#6 To 4/0 AWG Cable Termination Without Stress Cone, Medium Voltage To 5 KV							$9,145.23
					Quantity		Unit Price		Factor		Total
				Installation	10.00	x	735.62	x	1.2432	=	9,145.23
		User Note:		E-003/E-201 - POWER PANEL NK-2 - FEEDER TERMINATION - (5 WIRES X 2 ENDS = 10)							
282	26 05 19 16-0127		MLF	#8 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable							$54.64
					Quantity		Unit Price		Factor		Total
				Installation	0.03	x	1,569.54	x	1.2432	=	54.64
		User Note:		E-003/E-201 - POWER PANEL NK-2							
283	26 05 19 16-0129		MLF	#4 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable							$397.57
					Quantity		Unit Price		Factor		Total
				Installation	0.11	x	2,855.33	x	1.2432	=	397.57
		User Note:		E-003/E-201 - POWER PANEL NK-2 - (4 WIRES X 28' = 112)							
284	26 05 26 00-0208		EA	Panelboard Ground Bar Kit							$170.00
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	136.74	x	1.2432	=	170.00
		User Note:		E-004/E-201 - PANEL NK-2							

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26 - Electrical

285	26 05 33 13-0012		CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 4 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.								$14,684.22
					Quantity		Unit Price		Factor	=	Total	
				Installation	9.00	x	1,234.21	x	1.2432	=	13,809.33	
				Demolition	2.00	x	351.87	x	1.2432	=	874.89	
			User Note:	E-201/E-202 - POWER/ROOFTOP UNITS								
286	26 05 33 13-0012	0017	MOD	For Work In Restricted Working Space, Add								$3,374.32
					Quantity		Unit Price		Factor	=	Total	
				Installation	9.00	x	301.58	x	1.2432	=	3,374.32	
			User Note:									
287	26 05 33 13-0602		LF	3/4" Electrical Metallic Tubing (EMT) Conduit								$1,436.34
					Quantity		Unit Price		Factor	=	Total	
				Installation	166.00	x	6.96	x	1.2432	=	1,436.34	
			User Note:	FA-201 - FIRE ALRAM - (66) M-201 - BMS CONTROLS - (100) TOTAL = 166								
288	26 05 33 13-0602	0031	MOD	For Work In Restricted Working Space, Add								$357.02
					Quantity		Unit Price		Factor	=	Total	
				Installation	166.00	x	1.73	x	1.2432	=	357.02	
			User Note:									
289	26 05 33 13-0602	0614	MOD	For Factory Applied Color Coating, Add								$29.54
					Quantity		Unit Price		Factor	=	Total	
				Installation	66.00	x	0.36	x	1.2432	=	29.54	
			User Note:									
290	26 05 33 13-0603		LF	1" Electrical Metallic Tubing (EMT) Conduit								$290.66
					Quantity		Unit Price		Factor	=	Total	
				Installation	28.00	x	8.35	x	1.2432	=	290.66	
			User Note:	E-003/E-201 - POWER PANEL NK-2								
291	26 05 33 13-0603	0028	MOD	For Installation In Metal Stud Wall, Add								$15.66
					Quantity		Unit Price		Factor	=	Total	
				Installation	20.00	x	0.63	x	1.2432	=	15.66	
			User Note:									
292	26 05 33 13-0603	0031	MOD	For Work In Restricted Working Space, Add								$66.14
					Quantity		Unit Price		Factor	=	Total	
				Installation	28.00	x	1.90	x	1.2432	=	66.14	
			User Note:									
293	26 05 33 13-0613		EA	3/4" Electrical Metallic Tubing (EMT) 90 Degree Elbow								$157.24
					Quantity		Unit Price		Factor	=	Total	
				Installation	8.00	x	15.81	x	1.2432	=	157.24	
			User Note:	FA-201 - FIRE ALRAM - (66) M-201 - BMS CONTROLS - (100) TOTAL = 166 / 20'OC = 8								
294	26 05 33 13-0613	0031	MOD	For Work In Restricted Working Space, Add								$41.27
					Quantity		Unit Price		Factor	=	Total	
				Installation	8.00	x	4.15	x	1.2432	=	41.27	
			User Note:									
295	26 05 33 13-0614		EA	1" Electrical Metallic Tubing (EMT) 90 Degree Elbow								$47.89
					Quantity		Unit Price		Factor	=	Total	
				Installation	2.00	x	19.26	x	1.2432	=	47.89	
			User Note:	E-003/E-201 - POWER PANEL NK-2								

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

26 - Electrical

296	26 05 33 13-0614	0031	MOD	For Work In Restricted Working Space, Add									$12.03
			Installation		Quantity 2.00	x	Unit Price 4.84	x	Factor 1.2432	=	Total 12.03		
		User Note:											
297	26 05 33 13-0646		EA	3/4" Electrical Metallic Tubing (EMT) Compression Coupling									$185.14
			Installation		Quantity 17.00	x	Unit Price 8.76	x	Factor 1.2432	=	Total 185.14		
		User Note:	FA-201 - FIRE ALRAM - (66) M-201 - BMS CONTROLS - (100) TOTAL = 166 / 10'OC = 17										
298	26 05 33 13-0646	0031	MOD	For Work In Restricted Working Space, Add									$51.15
			Installation		Quantity 17.00	x	Unit Price 2.42	x	Factor 1.2432	=	Total 51.15		
		User Note:											
299	26 05 33 13-0647		EA	1" Electrical Metallic Tubing (EMT) Compression Coupling									$46.58
			Installation		Quantity 3.00	x	Unit Price 12.49	x	Factor 1.2432	=	Total 46.58		
		User Note:	E-003/E-201 - POWER PANEL NK-2										
300	26 05 33 13-0647	0031	MOD	For Work In Restricted Working Space, Add									$12.90
			Installation		Quantity 3.00	x	Unit Price 3.46	x	Factor 1.2432	=	Total 12.90		
		User Note:											
301	26 05 33 13-0702		EA	1" Electrical Metallic Tubing (EMT) Straight Box Compression Connector									$30.41
			Installation		Quantity 2.00	x	Unit Price 12.23	x	Factor 1.2432	=	Total 30.41		
		User Note:	E-003/E-201 - POWER PANEL NK-2										
302	26 05 33 13-0702	0031	MOD	For Work In Restricted Working Space, Add									$8.60
			Installation		Quantity 2.00	x	Unit Price 3.46	x	Factor 1.2432	=	Total 8.60		
		User Note:											
303	26 05 33 16-0005		EA	3-1/2" Depth, 4" Square Steel Box									$171.23
			Installation		Quantity 3.00	x	Unit Price 45.91	x	Factor 1.2432	=	Total 171.23		
		User Note:	E-201/FA-201 - JBOX										
304	26 05 33 16-0005	0484	MOD	For Stud Bracket, Add									$4.81
			Installation		Quantity 3.00	x	Unit Price 1.29	x	Factor 1.2432	=	Total 4.81		
		User Note:											
305	26 05 33 16-0009		EA	5/8" Depth, 1 Gang, 4" Square Steel Mud Ring									$52.51
			Installation		Quantity 3.00	x	Unit Price 14.08	x	Factor 1.2432	=	Total 52.51		
		User Note:	E-201/FA-201 - JBOX										
306	26 05 33 16-0034		EA	Flat, 4" Square Steel Exposed Work Cover									$50.24
			Installation		Quantity 3.00	x	Unit Price 13.47	x	Factor 1.2432	=	Total 50.24		
		User Note:	E-201/FA-201 - JBOX										

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

26 - Electrical

307	26 05 83 00-0147		EA	2 HP AC Motor Three Phase, 230 Volt Motor/Equipment, Connection, Termination And Rotation Testing							$139.14
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	111.92	x	1.2432	=	139.14
		User Note:		M-002 - K-35 MUA - TERMINATION/TESTING							
308	26 05 83 00-0149		EA	5 HP AC Motor Three Phase, 230 Volt Motor/Equipment, Connection, Termination And Rotation Testing							$182.94
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	147.15	x	1.2432	=	182.94
		User Note:		M-002 - KEF-35 - TERMINATION/TESTING							
309	26 24 13 00-0093		EA	15 To 60 Amperes, 120/208 Volt, MC Branch Breaker							$4,189.75
					Quantity		Unit Price		Factor		Total
				Installation	8.00	x	378.01	x	1.2432	=	3,759.54
				Demolition	9.00	x	38.45	x	1.2432	=	430.21
		User Note:		E-004 - CB							
310	26 24 16 00-0070		EA	50 Ampere Rating, 120/208 Volt, 4 Wire, 3 Phase, Up To 50 Ampere Main Breaker, 20 Circuit Capacity Assembled Panelboard With Fourteen 20 Ampere Breakers							$3,347.19
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	2,692.40	x	1.2432	=	3,347.19
		User Note:		E-004/E-201 - NEW PANEL NK2							
311	26 27 26 00-0005		EA	20 Amperes, 1 Gang, NEMA 5-20, Duplex Receptacle Assembly							$4,204.38
					Quantity		Unit Price		Factor		Total
				Installation	22.00	x	108.00	x	1.2432	=	2,953.84
				Demolition	21.00	x	47.90	x	1.2432	=	1,250.53
		User Note:		E-201 - DUPLEX RECEPTACLES - (6) A-1.0 NOTE 4 - REPLACE RECEPTACLES - (16) TOTAL = 22							
312	26 27 26 00-0138		EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly							$397.82
					Quantity		Unit Price		Factor		Total
				Installation	2.00	x	112.10	x	1.2432	=	278.73
				Demolition	2.00	x	47.90	x	1.2432	=	119.10
		User Note:		A-1.0 NOTE 4 - REPLACE SWITCHES - (2)							
313	26 28 16 16-0189		EA	30 Amperes, 240 Volt Class, 3 Phase, 4 Wire, 3 Blades And Fuseholders, Heavy-Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch							$1,191.43
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	958.36	x	1.2432	=	1,191.43
		User Note:		E-202 - DISCONNECT SWITCH - KEF-35							
314	26 28 16 16-0190		EA	60 Amperes, 240 Volt Class, 3 Phase, 4 Wire, 3 Blades And Fuseholders, Heavy-Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch							$1,723.85
					Quantity		Unit Price		Factor		Total
				Installation	1.00	x	1,386.62	x	1.2432	=	1,723.85
		User Note:		E-202 - DISCONNECT SWITCH - MUA K-35							

Subtotal for 26 - Electrical **$47,594.95**

27 - Communications

315	27 15 01 19-0007		MLF	2-Pair, 16 AWG, Twisted Pair, Non-Shielded, Plenum Rated, Solid Type FPLP (Red), Fire Alarm/Life Safety Cable, Installed In Conduit							$1,850.34
					Quantity		Unit Price		Factor		Total
				Installation	0.50	x	2,976.73	x	1.2432	=	1,850.34
		User Note:		FA-201 NOTE 2/4 - FA CABLE - PROVIDE CONNECTION TO INTEGRATE TO EXISTING FACP							

Work Order #:

Work Order Title: Fire Station 11 Kitchen Modernization

27 - Communications

316	27 15 13 00-0025		MLF	2 Pair #16 AWG, Solid, Shielded, Non-Plenum Rated, Low Voltage, Alarm And Communications Cable, Installed In Conduit								$239.27
					Quantity		Unit Price		Factor		Total	
			Installation		0.10	x	1,924.60	x	1.2432	=	239.27	
		User Note:	M-201 - BMS CABLE									
317	27 15 13 00-0025	0030	MOD	For Work In Restricted Working Space, Add								$57.35
					Quantity		Unit Price		Factor		Total	
			Installation		0.10	x	461.29	x	1.2432	=	57.35	
		User Note:										

Subtotal for 27 - Communications **$2,146.96**

28 - Electronic Safety And Security

318	28 46 13 31-1397		EA	Intelligent Addressable Relay Module (Notifier NC-100R)								$231.61
					Quantity		Unit Price		Factor		Total	
			Installation		1.00	x	186.30	x	1.2432	=	231.61	
		User Note:	FA-201 - RELAY MODULE FOR ADDED DEVICES									
319	28 46 13 31-1410		EA	Six Zone Intelligent Addressable 2-Wire Detector Monitor Module (Notifier NZM-100-6)								$2,120.77
					Quantity		Unit Price		Factor		Total	
			Installation		2.00	x	852.95	x	1.2432	=	2,120.77	
		User Note:	FA-201/1 NOTE 2 - FA MM - MONITOR MODULE ANSUL SYSTEM									
320	28 46 13 31-1443		EA	Intelligent Addressable Laser Duct Smoke Detector (Notifier FSL-751D)								$1,833.86
					Quantity		Unit Price		Factor		Total	
			Installation		1.00	x	1,475.11	x	1.2432	=	1,833.86	
		User Note:	M-001/M-002 - DD FOR SYSTEM SHUTDOWN									
321	28 46 13 31-1446		EA	Key Activated Remote Test Station For Duct Smoke Detector (Notifier RTS151KEY)								$207.76
					Quantity		Unit Price		Factor		Total	
			Installation		1.00	x	167.12	x	1.2432	=	207.76	
		User Note:	M-001/M-002 - DD FOR SYSTEM SHUTDOWN									
322	28 46 13 31-2657		HR	Test And Certification Of Fire Alarm System								$3,657.51
					Quantity		Unit Price		Factor		Total	
			Installation		8.00	x	313.25	x	1.4595	=	3,657.51	
		User Note:	FA-201 - EXISTING FA SYSTEM TESTING/CERTIFICATION									
323	28 46 13 31-2659		HR	Fire Alarm Techanician For Programming Of Existing Fire Alarm System								$4,984.73
					Quantity		Unit Price		Factor		Total	
			Installation		16.00	x	250.60	x	1.2432	=	4,984.73	
		User Note:	FA-201 - PROGRAMMING/INTEGRATION EXISTING FA SYSTEM FOR (N) DEVICE TIE INS									

Subtotal for 28 - Electronic Safety And Security **$13,036.24**

Proposal Total **$616,784.22**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

RESOLUTION NO. 25-29,661

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH VINCOR CONSTRUCTION, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE FIRE STATION 11 KITCHEN MODERNIZATION PROJECT

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Section 1205 of the Burbank City Charter and Burbank Municipal Code section 2-2-116 provide that the City Council may waive formal competitive bidding by resolution and approve alternate project delivery methods such as a "cooperative agreement" to award public works construction projects when it is in the best interests of the City.

B. The cooperative agreement delivery method allows the City to utilize another public agency's bid, which includes language that the public agency is bidding on behalf of the members of the Cooperative, nationwide. This reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide, thus eliminating much of the time needed for a bid solicitation process and thereby streamlining the project timeline.

C. The cooperative agreement delivery method is optimal for small building improvement projects because it provides the City with maximum flexibility to obtain construction services and goods, materials, and equipment at a reduced cost.

D. It is in the best interests of the City to utilize the selected cooperative agreement delivery method for the Fire Station 11 Kitchen Modernization Project to save time and cost.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. Pursuant to Burbank Municipal Code Section 2-2-116(I) and (J), the City Council hereby approves performing the Fire Station 11 Kitchen Modernization Project ("Project") using the cooperative agreement project delivery method. Accordingly, the City Council hereby waives the traditional competitive bidding process as outlined in Burbank Municipal Code § 2-2-116 as it is determined that the cooperative agreement delivery method accompanied by a competitive proposal solicitation process is in the best interests of the City.

2. The design plans for the Project, on file at the City Council Office and the Purchasing Division, are approved with such modifications as may be deemed appropriate by the City Manager or his designee. The Public Works Director or his

designee is authorized to approve the final plans and specifications.

3. This Project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to the California Code of Regulations, Title 14, Section 15302, pertaining to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure being replaced.

4. The current total construction budget of the Project is estimated to be $616,784.22 but may be adjusted by the City Manager or his designee up to the total budgeted amount for the Project.

5. The cooperative agreement and related amendment are approved with minor modifications as may be deemed appropriate by the City Manager or his designee and approved as to form by the City Attorney.

6. The City Manager or his designee is authorized to execute an agreement with Vincor Construction, Inc. for the Project, including approval of change orders when within existing budgeted resources.

7. The cooperative agreement shall be retained as a permanent record.

APPROVED and ADOPTED this 28th day of October 2025.

_s/Nikki Perez_____
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

By: _s/Catherine Kim_____
Catherine Kim
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 28th day of October 2025, by the following vote:

AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

PUBLIC WORKS

DATE: October 28, 2025

TO: Justin Hess, City Manager

FROM: Damian Skinner, Interim Public Works Director
Via: Lifan Xu, Chief Assistant Public Works Director – City Engineer
By: Edward Yu, Traffic Engineering Manager

SUBJECT: Adoption of a Resolution Approving a Cooperative Agreement between the State of California Department of Transportation and City of Burbank for the Interstate 5 Freeway Traffic Detour

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RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BURBANK AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INTERSTATE 5 FREEWAY TRAFFIC DETOUR (Attachment 1).

BACKGROUND

Caltrans will be closing State Highway Route 005 (I-5) from Post Mile 30.6 to Post Mile 31.6 for construction activities, referred to herein as the Project (Attachment 2). This Project requires detouring I-5 Freeway traffic onto various City of Burbank streets (Detour). To support the Detour, Caltrans requested City personnel to re-time signalized intersections and provide traffic control services during construction activities. Caltrans shall reimburse the City for all services provided by the City to manage the Detour.

The Project proposes to replace severely cracked and unstable pavements on both the Northbound (NB) and Southbound (SB) I-5, between Empire Avenue Undercrossing (UC) and Cohasset Street Undercrossing (UC) in the City of Burbank.

The sections of pavement in the Project scope were not rehabilitated as part of the I-5 widening project, which was completed on June 30, 2023. The I-5 widening project widened and realigned the freeway to accommodate HOV lanes and realigned the

Metrolink railroad tracks. The pavement was not rehabilitated because it was heavily deteriorated and required replacement. Since the cost of this work was beyond the scope and budget of the I-5 widening project, it was determined that a stand-alone pavement replacement project was warranted.

DISCUSSION

Under the California Streets and Highways Code § 93, Caltrans may construct and maintain detours as may be necessary to facilitate movement of traffic where state highways are closed or obstructed by construction. Caltrans may direct traffic onto any other public highway, which will serve as a detour. Additionally, Caltrans shall reimburse the local agency for all reasonable additional expenses incurred by that agency in maintaining said highway during the period of detour if such additional expenses were caused by said detour. No encroachment permit will be required by the City for Caltrans to operate the Detour. Under the Cooperative Agreement (Agreement), Caltrans will be responsible for the following:

1. Preparing plans and specifications and installing temporary signage for the Detour.
2. Maintenance and operation of any necessary repairs while the Detour is in operation.
3. Reimbursement to the City for all Detour services provided by the City under this Agreement.
4. Reimbursement to the City to restore Detour to its former condition as per the terms of the Agreement.

In order to complete the Project, Caltrans is proposing that its contractor conduct 55-hour weekend closures that will reduce segments of the freeway in both directions down to 1-2 travel lanes in the rehabilitation areas within the City limits. The 55-hour closures would begin on a Friday at 10:00 p.m. and continue until Monday at 5:00 a.m. The proposed detour plan will encourage traffic to bypass the area by utilizing the freeway system. A series of changeable message signs (CMS) will be directing traffic to detour at State Route 134 or State Route 2 for the northbound closures, and detour at State Route 170 for the southbound closures. Traffic will still be allowed to continue on the I-5 Freeway and access the City, but will encounter delays and/or freeway ramp closures.

Caltrans anticipates a high volume of traffic that will use the detours. If the traffic detours have a significant impact on the City, Caltrans will request the assistance of City resources, such as personnel from Public Works and Burbank Police Department, to assist in mitigating these impacts. Caltrans will fully reimburse the City for all costs incurred because of the Project per this Agreement. The Caltrans contractor will be responsible for implementing all freeway closures and all associated detours for the Project.

Bids for the Project officially opened in September 2025. Caltrans is working towards selecting a contractor and awarding a contract in October 2025. Once a contract has been awarded, the contractor will work with the stakeholders to plan, schedule and execute the Project. Construction activities are anticipated to begin in Spring 2026. A similar agreement has already been executed with the City of Glendale since the Project detours will also impact their city.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a "project" subject to the requirements under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15378.

FISCAL IMPACT

There is no fiscal impact to the City entering this cooperative agreement as any incurred costs will be paid out of existing budget and reimbursed by the State of California Department of Transportation (Caltrans). Staff requests City Council authority to adopt a cooperative agreement between Caltrans and the City of Burbank for the I-5 Freeway detour and accept reimbursement funds into revenue account 370.PW000.48010.0000.25255 (General City Capital Projects, Public Works General, Other Intergovernmental Revenues, I-5 Freeway Traffic Detour).

CONCLUSION

It is recommended that the City Council adopt the resolution approving the Cooperative Agreement between the City of Burbank and Caltrans for the Interstate 5 Freeway Traffic Detour Project and authorize the City Manager to execute the Cooperative Agreement.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Project Site Map
Attachment 3 – Cooperative Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BURBANK AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INTERSTATE 5 FREEWAY TRAFFIC DETOUR

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

A. The terms and provisions in the Cooperative Agreement between the City of Burbank and the State of California Department of Transportation (CALTRANS) for the City to provide resources to support the traffic management of the Interstate 5 freeway construction project between State Highway Route 005 from Post Mile 30.6 to Post Mile 31.6, as attached as Exhibit A and incorporated herein, are approved.

B. CALTRANS will reimburse the City for all services provided by the City under the Cooperative Agreement.

C. The City Manager, or his designee, is authorized to execute the Cooperative Agreement between the City and CALTRANS.

D. This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a “project” subject to the requirements under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15378.

PASSED and ADOPTED this _____ day of _____ 2025.

_____
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By:_____
Catherine Kim
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the _____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ACIM-0052(057)

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
07	LA	5	30.6/31.6	1	80

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON

STATE HIGHWAY

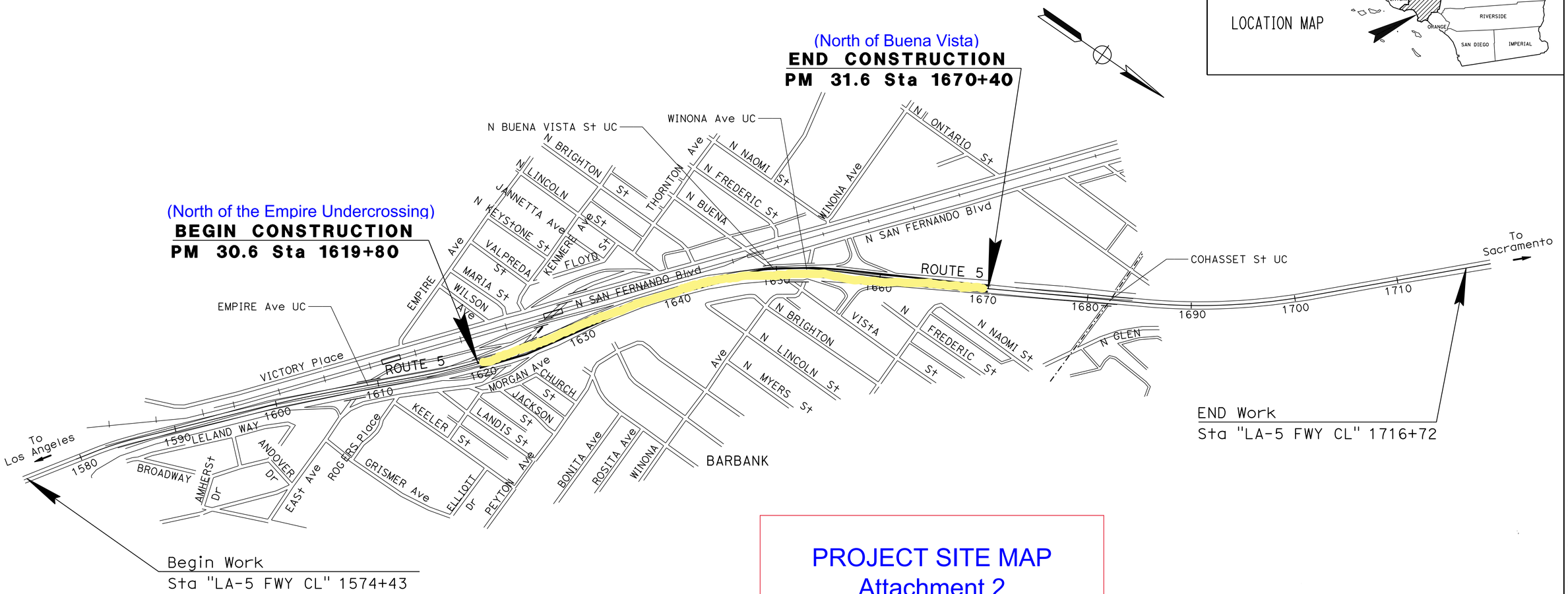
IN LOS ANGELES COUNTY
IN BURBANK
FROM 0.2 MILE NORTH OF SAN FERNANDO BOULEVARD
TO 0.2 MILE SOUTH OF COHASSET STREET

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2024



(North of Buena Vista)
END CONSTRUCTION
PM 31.6 Sta 1670+40

(North of the Empire Undercrossing)
BEGIN CONSTRUCTION
PM 30.6 Sta 1619+80



PROJECT SITE MAP
Attachment 2

NO SCALE

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

PROJECT MANAGER: CARLOS LOERA
DESIGN MANAGER: TERRY MARINEZ

CONTRACT No.	07-370804
PROJECT ID	07200001391

LAST REVISION 00-00-00
DATE PLOTTED => 7-JUL-2025
TIME PLOTTED => 14:28

BORDER LAST REVISED 8/1/2016 | CALTRANS WEB SITE IS: HTTP//WWW.DOT.CA.GOV/ | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | USERNAME => s115263 DGN FILE => 737080ab001.dgn | UNIT 1808 | PROJECT NUMBER & PHASE 07200001391

COOPERATIVE AGREEMENT
(TRAFFIC DETOUR)

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Burbank, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

CALTRANS and CITY are individually referred to as PARTY and collectively referred to as PARTIES.

RECITALS

1. Under California Streets and Highways Code (SHC) Section 93, CALTRANS is authorized to construct and maintain detours as may be necessary to facilitate movement of traffic where State Highways are closed or obstructed by construction or otherwise.

2. The closure of State Highway Route 005 from Post Mile 30.6 to Post Mile 31.6, referred to herein as CALTRANS PROJECT, requires detouring of State Highway traffic onto various City streets, as listed in Exhibit A referred to herein as DETOUR.

3. The following documents are attached to, and made an express part of this AGREEMENT:

    - EXHIBIT A – "Signalized Intersection Impacted by Detour"

4. PARTIES hereby set forth the terms and conditions under which DETOUR is operated, maintained, financed and vacated by CALTRANS after it ceases operation of DETOUR.

AGREEMENT

5. CALTRANS has rights under SHC Section 93, to direct State Highway traffic into DETOUR which will serve as a detour for State Highway until CALTRANS PROJECT is complete and can safely pass highway traffic. No encroachment permit will be required from CITY for CALTRANS to operate DETOUR.

6. CALTRANS prepares plans and specifications and installs temporary signing for DETOUR and CITY will review and provide comments on plans and specifications prepared.

7. CITY will re-time traffic signals in consultation with CALTRANS and provide traffic control officer services along the DETOUR during construction.

8. CALTRANS shall be responsible for maintenance, operation and for any necessary repairs during the time DETOUR is used for such operations.

9. CALTRANS will remove DETOUR signage to restore original flow of traffic after CALTRANS PROJECT completion and vacating of the DETOUR.

10. CITY will resume normal maintenance of various City streets after CALTRANS ceases the DETOUR operation.

11. CALTRANS shall properly vacate DETOUR in accordance with the terms of this AGREEMENT, by issuing written notice to CITY informing that CALTRANS intends to cease operation of DETOUR.

12. CALTRANS will reimburse CITY to restore DETOUR to its former condition as per the terms of this AGREEMENT.

A. CITY will invoice CALTRANS monthly invoices for the prior month's actual expenditures. CALTRANS will pay CITY within forty-five (45) working days of receipt of such billing.

   CITY will furnish CALTRANS with a detailed final accounting statement upon completion of DETOUR and all work incidental thereto. CITY will refund or invoice CALTRANS as necessary in order to satisfy the financial commitments of this AGREEMENT.

   CALTRANS will pay CITY within forty-five (45) working days of receipt of a detailed final accounting statement. CALTRANS' financial obligations under this AGREEMENT shall not exceed $156,000 unless CALTRANS authorizes a greater amount in a formal amendment to this AGREEMENT.

GENERAL CONDITIONS

13. All portions of this AGREEMENT, including the Recitals section, are enforceable.

14. All CALTRANS' obligations and commitments under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, and programming and allocation of funds by the California Transportation Commission (CTC).

15. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

16. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the CALTRANS PROJECT is physically located.

17. PARTIES will first attempt to resolve AGREEMENT disputes through communication amongst the PARTIES. If they cannot resolve the dispute themselves, CALTRANS' District Director and CITY's Manager will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance in accordance with the term of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the CALTRANS PROJECT continues.

    Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

18. If a PARTY receives a public records request pertaining to DETOUR, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

19. The obligations assumed by CALTRANS under this AGREEMENT fulfils all obligations imposed upon it, including but not limited to those under SHC 93, such as:

    a) CALTRANS obligation towards all reasonable expenses incurred in constructing and maintaining DETOUR during such operation;

    b) For all reasonable additional expenses incurred in maintaining DETOUR during such operation;

    c) The costs of restoring the DETOUR to its former condition upon completion of such usage.

20. PARTIES designate their respective representative through whom all communication between PARTIES, relative to this AGREEMENT, shall be channeled:

    CALTRANS

    Name: Carlos Loera
    Address: 100 South Main Street, Los Angeles, CA 90012
    Telephone: (213) 266-6202
    Email: carlos.loera@dot.ca.gov

    CITY

    Name: Vikki Davtian
    Address: 150 N. Third Street, Burbank, CA 91502
    Telephone: (818) 238-3915
    Email: Vdavtian@burbankca.gov

21. Should any portion of DETOUR be financed with federal funds or state gas tax funds, all applicable laws, regulations, policies and guidance relating to the use of such funds shall apply notwithstanding other provisions of this AGREEMENT.

22. Upon completion of all work under this AGREEMENT, ownership and title to all materials, equipment and appurtenances installed will automatically be vested in CITY within CITY's right-of-way and no further agreement will be necessary to transfer ownership to CITY.

23. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.

24. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

25. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

26. This AGREEMENT will terminate when DETOUR ceases to be operated as such detour and when all parties execute a CLOSURE STATEMENT to terminate this AGREEMENT. CLOSURE STATEMENT is a document signed by parties that verifies the completion of all obligation included in this AGREEMENT and in all amendments to this AGREEMENT.

    However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Gloria Roberts
D7 District Director

VERIFIED OF FUNDS & AUTHORITY:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS & POLICIES:

By: _____
Darwin Salmos
HQ Accounting Supervisor

CITY OF BURBANK

By: _____
Damian Skinner
Interim Director of Public Works

By: _____
Joseph McDougall
City Attorney

EXHIBIT A – SIGNALIZED INTERSECTION IMPACTED BY DETOURS

City of Burbank

EB Burbank Blvd Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
Burbank Blvd / San Fernando Rd	Signal Timing Support	10am - 8pm	10am-8pm
San Fernando Rd / Walnut Ave	Signal Timing Support	10am - 8pm	10am-8pm
San Fernando Rd / Delaware Rd	Signal Timing Support	10am - 8pm	10am-8pm
San Fernando Rd / Amherst Dr	Signal Timing Support	10am - 8pm	10am-8pm
Glenoaks Blvd / Amherst Dr	Signal Timing Support	10am - 8pm	10am-8pm

WB Burbank Blvd Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
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Burbank Blvd / Buena Vista St	Signal Timing Support	10am - 8pm	10am-8pm
Burbank Blvd / Hollywood Way	Signal Timing Support	10am - 8pm	10am-8pm
Hollywood Way/ Victory Blvd	Signal Timing Support	10am - 8pm	10am-8pm

EB Empire Ave Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
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Empire Ave / Grismer Ave	Signal Timing Support	10am - 8pm	10am-8pm
Empire Ave / Scott Rd	Signal Timing Support	10am - 8pm	10am-8pm

WB Empire Ave Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
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Empire Ave / Buena Vista St	Signal Timing Support	10am - 8pm	10am-8pm
Empire Ave / Ontario St	Signal Timing Support	10am - 8pm	10am-8pm

NB Buena Vista St Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
Buena Vista St / Tulare Ave	Signal Timing Support	10am - 8pm	10am-8pm
Buena Vista St / Glenoaks Blvd	Signal Timing Support	10am - 8pm	10am-8pm
Buena Vista St / Cohasset St	Signal Timing Support	10am - 8pm	10am-8pm

SB Buena Vista St Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
Buena Vista St / San Fernando Rd	Signal Timing Support	10am - 8pm	10am-8pm
San Fernando Rd / Ontario St	Signal Timing Support	10am - 8pm	10am-8pm
San Fernando Rd / Hollywood Way	Signal Timing Support	10am - 8pm	10am-8pm

RESOLUTION NO. 25-29,662

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BURBANK AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE INTERSTATE 5 FREEWAY TRAFFIC DETOUR

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

A. The terms and provisions in the Cooperative Agreement between the City of Burbank and the State of California Department of Transportation (CALTRANS) for the City to provide resources to support the traffic management of the Interstate 5 freeway construction project between State Highway Route 005 from Post Mile 30.6 to Post Mile 31.6, as attached as Exhibit A and incorporated herein, are approved.

B. CALTRANS will reimburse the City for all services provided by the City under the Cooperative Agreement.

C. The City Manager, or his designee, is authorized to execute the Cooperative Agreement between the City and CALTRANS.

D. This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and as such, is not a “project” subject to the requirements under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. § 15378.

PASSED and ADOPTED this 28th day of October 2025.

s/Nikki Perez
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Catherine Kim
Catherine Kim
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 28th day of October 2025, by the following vote:

AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

Exhibit A

07-LA-005-30.6/31.6
EA 37080
Project ID 0720000139
Agreement 07-5332

COOPERATIVE AGREEMENT
(TRAFFIC DETOUR)

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Burbank, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

CALTRANS and CITY are individually referred to as PARTY and collectively referred to as PARTIES.

RECITALS

1. Under California Streets and Highways Code (SHC) Section 93, CALTRANS is authorized to construct and maintain detours as may be necessary to facilitate movement of traffic where State Highways are closed or obstructed by construction or otherwise.

2. The closure of State Highway Route 005 from Post Mile 30.6 to Post Mile 31.6, referred to herein as CALTRANS PROJECT, requires detouring of State Highway traffic onto various City streets, as listed in Exhibit A referred to herein as DETOUR.

3. The following documents are attached to, and made an express part of this AGREEMENT:

    - EXHIBIT A – "Signalized Intersection Impacted by Detour"

4. PARTIES hereby set forth the terms and conditions under which DETOUR is operated, maintained, financed and vacated by CALTRANS after it ceases operation of DETOUR.

AGREEMENT

5. CALTRANS has rights under SHC Section 93, to direct State Highway traffic into DETOUR which will serve as a detour for State Highway until CALTRANS PROJECT is complete and can safely pass highway traffic. No encroachment permit will be required from CITY for CALTRANS to operate DETOUR.

6. CALTRANS prepares plans and specifications and installs temporary signing for DETOUR and CITY will review and provide comments on plans and specifications prepared.

7. CITY will re-time traffic signals in consultation with CALTRANS and provide traffic control officer services along the DETOUR during construction.

8. CALTRANS shall be responsible for maintenance, operation and for any necessary repairs during the time DETOUR is used for such operations.

9. CALTRANS will remove DETOUR signage to restore original flow of traffic after CALTRANS PROJECT completion and vacating of the DETOUR.

10. CITY will resume normal maintenance of various City streets after CALTRANS ceases the DETOUR operation.

11. CALTRANS shall properly vacate DETOUR in accordance with the terms of this AGREEMENT, by issuing written notice to CITY informing that CALTRANS intends to cease operation of DETOUR.

12. CALTRANS will reimburse CITY to restore DETOUR to its former condition as per the terms of this AGREEMENT.

A. CITY will invoice CALTRANS monthly invoices for the prior month's actual expenditures. CALTRANS will pay CITY within forty-five (45) working days of receipt of such billing.

   CITY will furnish CALTRANS with a detailed final accounting statement upon completion of DETOUR and all work incidental thereto. CITY will refund or invoice CALTRANS as necessary in order to satisfy the financial commitments of this AGREEMENT.

   CALTRANS will pay CITY within forty-five (45) working days of receipt of a detailed final accounting statement. CALTRANS' financial obligations under this AGREEMENT shall not exceed $156,000 unless CALTRANS authorizes a greater amount in a formal amendment to this AGREEMENT.

GENERAL CONDITIONS

13. All portions of this AGREEMENT, including the Recitals section, are enforceable.

14. All CALTRANS' obligations and commitments under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, and programming and allocation of funds by the California Transportation Commission (CTC).

15. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

16. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the CALTRANS PROJECT is physically located.

17. PARTIES will first attempt to resolve AGREEMENT disputes through communication amongst the PARTIES. If they cannot resolve the dispute themselves, CALTRANS' District Director and CITY's Manager will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance in accordance with the term of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the CALTRANS PROJECT continues.

    Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

18. If a PARTY receives a public records request pertaining to DETOUR, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

19. The obligations assumed by CALTRANS under this AGREEMENT fulfils all obligations imposed upon it, including but not limited to those under SHC 93, such as:

    a) CALTRANS obligation towards all reasonable expenses incurred in constructing and maintaining DETOUR during such operation;

    b) For all reasonable additional expenses incurred in maintaining DETOUR during such operation;

    c) The costs of restoring the DETOUR to its former condition upon completion of such usage.

20. PARTIES designate their respective representative through whom all communication between PARTIES, relative to this AGREEMENT, shall be channeled:

    CALTRANS

    Name: Carlos Loera
    Address: 100 South Main Street, Los Angeles, CA 90012
    Telephone: (213) 266-6202
    Email: carlos.loera@dot.ca.gov

    CITY

    Name: Vikki Davtian
    Address: 150 N. Third Street, Burbank, CA 91502
    Telephone: (818) 238-3915
    Email: Vdavtian@burbankca.gov

21. Should any portion of DETOUR be financed with federal funds or state gas tax funds, all applicable laws, regulations, policies and guidance relating to the use of such funds shall apply notwithstanding other provisions of this AGREEMENT.

22. Upon completion of all work under this AGREEMENT, ownership and title to all materials, equipment and appurtenances installed will automatically be vested in CITY within CITY's right-of-way and no further agreement will be necessary to transfer ownership to CITY.

23. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.

24. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

25. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

26. This AGREEMENT will terminate when DETOUR ceases to be operated as such detour and when all parties execute a CLOSURE STATEMENT to terminate this AGREEMENT. CLOSURE STATEMENT is a document signed by parties that verifies the completion of all obligation included in this AGREEMENT and in all amendments to this AGREEMENT.

    However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Gloria Roberts
D7 District Director

VERIFIED OF FUNDS & AUTHORITY:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS & POLICIES:

By: _____
Darwin Salmos
HQ Accounting Supervisor

CITY OF BURBANK

By: _____
Damian Skinner
Interim Director of Public Works

By: _____
Joseph McDougall
City Attorney

EXHIBIT A – SIGNALIZED INTERSECTION IMPACTED BY DETOURS

City of Burbank

EB Burbank Blvd Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
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Glenoaks Blvd / Amherst Dr	Signal Timing Support	10am - 8pm	10am-8pm

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EB Empire Ave Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
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NB Buena Vista St Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
Buena Vista St / Tulare Ave	Signal Timing Support	10am - 8pm	10am-8pm
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SB Buena Vista St Detour

CITY STREET INTERSECTIONS	SIGNAL TIMING / OFFICER	SATURDAY	SUNDAY
Buena Vista St / San Fernando Rd	Signal Timing Support	10am - 8pm	10am-8pm
San Fernando Rd / Ontario St	Signal Timing Support	10am - 8pm	10am-8pm
San Fernando Rd / Hollywood Way	Signal Timing Support	10am - 8pm	10am-8pm

STAFF REPORT

PUBLIC WORKS

DATE: October 28, 2025

TO: Justin Hess, City Manager

FROM: Damian Skinner, Interim Public Works Director
Via: Lifan Xu, Chief Assistant Public Works Director – City Engineer
By: Edward Yu, Traffic Engineering Manager

SUBJECT: Adoption of a Resolution Approving the Agreement for Maintenance of Traffic Signals in the City of Glendale between the City of Burbank and the City of Glendale

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RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE AGREEMENT FOR THE MAINTENANCE OF TRAFFIC SIGNALS IN THE CITY OF GLENDALE BETWEEN THE CITY OF BURBANK AND THE CITY OF GLENDALE (Attachment 1).

BACKGROUND

The City of Burbank (City) and City of Glendale share jurisdiction of two signalized intersections along city boundaries. The City of Glendale is requesting that the City of Burbank maintain the traffic signals at these shared locations, and the City of Glendale will reimburse the City for their share of maintenance costs. Maintenance functions shall include the following:

1) The preservation and keeping of traffic signals and illumination equipment in a safe and usable condition to which it has been improved or constructed but does not include reconstruction or other improvement.
2) Operation of special safety conveniences, devices, and illuminating equipment.
3) The special or emergency maintenance or repair necessitated by accidents, storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to the traffic signal and illumination facility.

Specific maintenance functions to be completed by the City are outlined in the exhibits of the agreement in Attachment 2:

- § K.02 Highway Lighting, § K.04 Traffic Signals, § K.07 Traffic Management Systems (TMS) Field Elements
- § K.08 Traffic Census Counters/Speed Monitors Stations
- K.09 Miscellaneous of the 2014 Caltrans Maintenance Manual, included herein

DISCUSSION

The City Burbank and City of Glendale share jurisdiction at two signalized intersections: 1) Alameda Avenue and Glenoaks Boulevard; and 2) Chavez Street and Riverside Drive. The City of Glendale is requesting that the City of Burbank continue performing traffic signal maintenance at these specified locations because the City of Glendale does not have staff that can maintain traffic signals and the City of Burbank has always performed this function. The shared jurisdiction at these intersections is 50% for the City of Glendale and 50% for the City of Burbank. The City of Glendale will reimburse the City of Burbank up to $1,500 per year for each signalized intersection location. Currently, the typical annual shared maintenance cost for these locations is approximately $600 per year for each location. Improvements, upgrades, end-of-life replacement and significant repairs will be addressed through a separate Agreement and/or an engineering design process.

The City of Burbank's Public Works Traffic Signal Maintenance Team provides support for all signalized intersections in Burbank with these locations already being a part of the signal maintenance program. The Agreement for Maintenance of Traffic Signals in the City of Glendale Agreement (Agreement) establishes a mechanism for the City of Glendale to reimburse the City of Burbank for the services described in the Agreement.

ENVIRONMENTAL REVIEW

Adoption of this resolution and approval of this Agreement is categorically exempt under the California Environmental Quality Act (CEQA) 14 CCR §15301, which exempts the operation, repair, maintenance, and minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. This resolution and Agreement involve the maintenance of existing traffic signals for public right of way purposes, and there are no exceptions or unique circumstances that apply that would affect the application of this exemption.

FISCAL IMPACT

There is no fiscal impact to the FY 2025-26 Adopted Budget. The approximate cost for annual maintenance at each intersection is $600. This cost is split 50% to the City of Glendale and 50% to the City of Burbank, the annual expenditure for the City of Burbank will be $300 per intersection.

CONCLUSION

It is recommended that Council approve the Agreement between the City of Burbank and the City of Glendale for Traffic Signal Maintenance and authorize the City Manager or designee to execute this Agreement along with any future amendments.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Agreement for Maintenance of Traffic Signals in the City of Glendale

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE AGREEMENT FOR THE MAINTENANCE OF TRAFFIC SIGNALS IN THE CITY OF GLENDALE BETWEEN THE CITY OF BURBANK AND THE CITY OF GLENDALE

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

A. The terms and provisions in the Agreement for the Maintenance of Traffic Signals in the City of Glendale (Agreement) between the City of Burbank and the City of Glendale, attached as Exhibit A and incorporated herein, are approved.

B. The City Manager, or his designee, is authorized to execute the Agreement referenced herein, along with any future amendments (if any) up to the amount budgeted for the Public Works Department Traffic Division in the adopted budget document with such non-substantive changes as may be approved by the City Attorney and the City Clerk is authorized to attest

C. The Financial Services Director is authorized to make such other revisions and changes in portions of the adopted budget document as necessary to reflect and implement the Agreement specified in this resolution.

D. This action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §15301(c).

PASSED and ADOPTED this _____ day of _____ 2025.

_____
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Catherine Kim
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the _____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

AGREEMENT FOR MAINTENANCE OF TRAFFIC SIGNALS IN THE CITY OF GLENDALE

THIS AGREEMENT is made effective this _____ day of _____, 2025, by and between the City of Glendale ("Glendale"), and the City of Burbank ("Burbank") (collectively referred to as the "Parties").

1. The Parties desire that Burbank perform traffic signal maintenance functions at specified locations described in Exhibit A ("Cost and Delegation of Maintenance"), which is attached hereto and incorporated by this reference.
2. This Agreement shall supersede any previous agreement for maintenance of the same identified Improvement Locations within City of Glendale.
3. Burbank will perform the Maintenance Work, or portions thereof, according to the standards as described under Exhibit B ("Maintenance Function Descriptions"), which is attached hereto and incorporated by this reference, or as Exhibit B may be subsequently modified with the consent of the Parties hereto, acting by and through their authorized representative.
4. The degree or extent of Maintenance Work to be performed, and the standards for such work shall be in accordance with the provisions of Exhibit B or as may be prescribed or amended from time to time in writing by the Burbank Public Works Director or an authorized representative and agreed to by the Glendale Public Works Director or authorized representative in writing.
5. The functions and levels of maintenance service delegated to Burbank by Glendale has been considered in setting annual authorized total dollar reimbursement amounts. Burbank may perform additional work if desired, but Glendale will not reimburse Burbank for any work in excess of the authorization dollar limits established herein, or for the performance of any work not described in said Exhibit B.
6. Payment.

   A. Glendale will reimburse Burbank pursuant to the cost distribution percentages set forth in Exhibit A for the actual cost of all routine maintenance work performed by Burbank described in Exhibit B to this agreement. It is agreed that during any fiscal year, the maximum expenditure shall not exceed the amount as shown available in Exhibit A, unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided.

   B. The cost breakdown and expenditure limit may be increased or decreased or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in

writing by the Glendale Public Works Director or an authorized representative, and is accepted by Burbank as an amendment to Exhibit A.

C. Additional expenditures, or an adjustment of expenditures, once authorized shall apply only during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of this Agreement.

7. Billing.

   A. Burbank will submit signed invoices quarterly. Glendale shall pay invoices within 30 days of receipt.

   B. The maximum annual cost to Glendale shown in Exhibit A shall include all bills within a fiscal year (July 1 to June 30).

8. Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this contact or to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of the Improvements different from the standard of care imposed by law.

9. Indemnity and Insurance.

   A. It is understood and agreed that pursuant to Government Code Section 895.4, Glendale shall fully defend and indemnify and hold Burbank harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of any act or omission by Glendale relating to the Maintenance Work.

   B. It is understood and agreed that pursuant to Government Code Section 895.4, Burbank shall fully defend and indemnify and hold Glendale harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of any act or omission by Burbank relating to the Maintenance Work.

   C. Both Burbank and Glendale represent that they are each self-insured and maintain, at a minimum, the following limits:

      General Liability $1,000,000; Automobile Liability $1,000,000.

      Each of the Parties further warrant that the limits of their self-insurance coverage meet or exceed the requirements and obligations as set forth, and to the extent permitted by State law.

D. Workers' Compensation claims shall be paid by the employer of the injured worker, and subrogated rights against any Party to this Agreement are expressly waived.

E. Glendale shall be named as additional insured on any comprehensive general liability insurance policy issued that relates to the Maintenance Work. The additional insured endorsement shall be in a form approved by the City of Glendale.

10. All notices and correspondence between the Parties to this Agreement regarding provisions within said agreement shall be addressed as follows:

For Burbank:

Public Works Director

City of Burbank

275 East Olive Avenue

Burbank, CA 91502

For Glendale:

Public Works Director

City of Glendale

633 E. Broadway, Room 205

Glendale, CA 91206

11. This Agreement shall remain in full force and effective until amended by the mutual consent of the parties or terminated by either party upon sixty (60) days' prior written notice to the other party. Any approved maintenance costs accrued up to the date of notice of termination shall be paid within 30 days of receipt of a final invoice for those costs.

12. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation. In the event any claim or dispute is subject to litigation, the Parties agree that each shall pay their own costs, including all court costs and attorneys' fees.

13. Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the Parties hereto. Neither of the Parties shall assign any right or interest in this Agreement, nor delegate any duty owed, without the other's prior written

consent. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

14. Neither Party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such Party which include but are not limited to acts of God, labor disputes, civil unrest, water supply deficiencies, mechanical failure, interruption in electrical energy, natural disaster, drought, and regulatory issues.

15. This Agreement represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Glendale and Burbank.

IN WITNESS WHEREOF, the cities of Glendale and Burbank have duly executed this Agreement on this _____ day of _____, 2024.

CITY OF BURBANK	Approved as to Form Burbank City Attorney's Office
_____ Signature	_____ Signature
Justin Hess Name (Please Print)	_____ Name (Please Print)
City Manager Title	_____ Title
Date:_____	

CITY OF GLENDALE	Approved as to Form Glendale City Attorney's Office
_____ Signature	_____ Signature
Roubik R. Golanian Name (Please Print)	_____ Name (Please Print)
City Manager Title	_____ Title
Date:_____	

EXHIBIT A

COST AND DELEGATION OF MAINTENANCE

The specific maintenance functions indicated in Exhibit "B" is hereby delegated to Burbank.

Intersection	Facility Type	% Cost Distribution		Maximum Annual Cost to Glendale
		Burbank	Glendale	
Alameda Avenue and Glenoaks Boulevard	Traffic signal, Lighting	50	50	$1,500
Chavez Street and Riverside Drive	Traffic signal, Lighting	50	50	$1,500

Total Authorized Annual Expenditure by the City of Glendale: $3,000

EXHIBIT B

MAINTENANCE FUNCTION DESCRIPTIONS

The definition of maintenance includes any of the following:

(a) The preservation and keeping of traffic signals and illumination equipment in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

(b) Operation of special safety conveniences and devices, and illuminating equipment.

(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to the traffic signal and illumination facility.

Specific maintenance functions to be completed by Burbank are outlined in Section K.02 Highway Lighting, Section K.04 Traffic Signals, Section K.07 Traffic Management Systems (TMS) Field Elements, Section K.08 Traffic Census Counters/Speed Monitors Stations, and K.09 Miscellaneous of the 2014 Caltrans Maintenance Manual, included herein.

EXHIBIT C

CHAPTER K - ELECTRICAL

July 2014

K.00 Introduction

This chapter includes all work performed on highway electrical facilities used for control of traffic with traffic signal systems, highway and sign lighting systems, Traffic Management System (TMS) Field Elements, Intelligent Transportation Systems (ITS), count stations, and other related systems.

The general objective of this program is to maintain all highway electrical facilities described above to ensure reliable electrical systems and service.

The Division of Maintenance or the district Electrical Maintenance unit will not affect any permanent changes or modifications that will change the operational characteristics of an electrical facility without prior approval in writing from the Division of Traffic Operations, the District Traffic Operations unit, or other appropriate Department Branch.

Damaged or malfunctioning electrical installations, which seriously affect public safety, or capital investment, should be highest priority in Electrical Maintenance for repair or temporary corrections until permanent repairs can be scheduled. Lower priority should be given to repair of inoperative or damaged electrical installations, which do not seriously affect public safety.

Refer to Maintenance Manual Volume 2, for administrative details and charging/coding practices for the "K" Family.

K.01 Levels of Service

Refer to Maintenance Manual Volume 2, for Levels of Service regarding the "K" Family.

K.02 Highway Lighting and Sign Illumination

Highway lighting and sign illumination is provided to improve visibility during darkness, and to promote safe and efficient use of special roadway facilities.

Maintenance of highway lighting and sign illumination is the preservation of the facility in the safe and usable condition to which it has been improved or constructed.

K.02.1 Night Lighting Inspection

Highway lighting and sign illumination should be inspected at night for proper operation once each month. Electrical Outage Worksheets, or some other recording device, should be used to list each outage by county, route, post mile, and pole number. Knocked down lighting standards and illuminated street name sign outages should also be recorded on this form.

The most recent Electrical Outage Worksheet or other record shall be kept on file at the crew supervisor's office.

Information from the recent Electrical Outage Worksheet or other record shall be entered into IMMS in a timely manner as directed by region policy. It is suggested that this be accomplished within one (1) week of the night lighting inspection.

K.02.2 Luminaries

Luminaries should be thoroughly inspected at the time of lamp replacement. These inspections should include the following items as a minimum:

(A) Gaskets : Inspect for loose or missing gasket; repair or replace as required.

(B) Glassware : Inspect for cracked or broken glassware; replace if necessary.

(C) Hardware : Apply suitable thread lubricant to hardware item which must be removed in the course of routine maintenance.

(D) Terminal Block : Inspect for cracked or broken barriers on the block; replace if necessary.

(E) Mounting : Inspect to determine if luminaire is rigidly held in proper position; make any necessary adjustments.

(F) Sockets and Receptacles : Inspect for burned current carrying parts and broken insulation; replace if necessary.

(G) Wiring : Inspect for abrasions that might develop shorts or grounds, and repair as required.

(H) Reflectors : Inspect for scum or tarnish; replace if necessary.

K.02.3 Photoelectric Controls

Photoelectric controls should be checked during routine lighting inspection and serviced periodically or replaced as required.

Attention should be given to coordinating controls to ensure that all highway lighting units turn off or on at approximately the same time within an interchange or closely spaced interchanges.

Circuits designed for early turn on of illuminated signs should have the early turn on type of photocells. When these photocells fail, it is important that they are replaced with the correct unit. See Standard Specifications for correct turn off and turn on settings.

K.02.4 Luminaire Ballast Fusing

Where primary lines of multiple ballasts are provided with fused splice connectors, fuse ratings should be as shown on the Standard Plans.

K.02.5 Relamping

Lamp outages noted on the monthly night lighting inspection should be scheduled for replacement as soon as workload permits.

All lamps should be group replaced on a planned schedule based on the rated lamp life, which is published by the manufacturer. Lamp life is based on life tests of the particular lamp operated at rated voltage and current. Group replacement has several advantages. It reduces the frequency of outages, thereby lowering the cost of maintenance, and illumination is kept to nominal levels.

Typical group relamping schedules based on current rated life are as follows:

(A)	Fluorescent (inductive)	Group relamp every 12 years
(B)	Mercury	Group relamp every 4 years
(C)	High Pressure Sodium	Group relamp every 4 years
(D)	Low Pressure Sodium	Group relamp every 3 years
(E)	Fluorescent (tube)	Group relamp every 2 years

Accurate records should be kept indicating group relamping dates and location.

K.02.6 Sign Lighting Fixtures

It is the Department's policy to only illuminate those signs that it deems necessary. When maintaining a dark sign lighting fixture, consult with the Division of Traffic Operations or the District Traffic Operations unit to insure that the sign is being illuminated according to policy. Malfunctioning fluorescent (tube) sign lighting fixtures should be replaced with mercury or fluorescent (inductive) sign lighting fixtures, or removed, provided the Division of Traffic Operations or District Traffic Operations unit concurs.

Use fixtures specified in the Standard Specifications and use fixture spacing charts as shown in the Standard Plans.

With this change, relamping will be extended from 2 years to 4 years, or 12 years.

K.02.07 Lighting Standards and Mast Arms

Lighting Standards and mast arms should be inspected periodically for loose bolts and nuts. The inspection period should be the same as the relamping period at the minimum, or more often as outage repairs are performed.

Missing hand hole covers should be noted during monthly inspections, and replaced as soon as practical and work load permits.

Lighting standards with slip bases or slip base inserts should be inspected periodically to ensure the slip bases or slip base inserts will function properly under the impact of collision.

In particular, attention should be given to:

(A) Soil erosion, damage, or dirt build-up around the pullboxes or foundations of the standards.

(B) Excessive growth of grasses or bushes near the pullboxes or standards.

(C) Any obstacles that will interfere with the operation of the slip bases or slip base inserts.

K.04 Traffic Signals

Traffic control signals are power-operated traffic control devices, which alternately direct traffic to stop and to proceed at highway and street intersections. Their purpose is the orderly assignment of right of way to the various traffic movements.

K.04.1 Legal Authority

Section 21350 of the Vehicle code authorizes the Department of Transportation to place and maintain appropriate signs, signals and other traffic control devices as required to warn or guide traffic upon the highways. A permit is required for the erection by others of traffic signals and flashing beacons, on all State highways, whether within incorporated or unincorporated areas.

K.04.2 Traffic Signal Timing and Operations

Initial timing of traffic signals and any subsequent changes in timing shall be the responsibility of the Division of Traffic Operations or the district traffic signals operation unit. Maintaining the timing is the responsibility of the Division of Maintenance or the district Electrical Maintenance unit. Temporary timing changes can be made by the Division of Maintenance or the district Electrical Maintenance unit to compensate for sudden changes in traffic conditions or malfunctioning traffic signal equipment that cannot be repaired or replaced immediately. Any temporary changes to the signal timing shall be noted in the traffic signal cabinet and the Division of Traffic Operations or the district traffic signals operation unit must be notified of any temporary timing changes as soon as possible. Signal Timing Forms will be prepared and furnished by the Division of Traffic Operations or the district traffic signals operation unit, and a copy sent to the Division of Maintenance or the district Electrical Maintenance unit. Signal timing records should be kept by both the Division of Traffic Operations or the district traffic signals operation unit, and the Division of Maintenance or the district Electrical Maintenance unit.

Any observed timing or operational traffic signal problems should be promptly reported to the Division of Traffic Operations or the district traffic signals operation unit.

The standard traffic signal program at the time of this Manual's revision is C8 v 4. This will change from time to time when improvements are made on the software. When replacing a 170 controller, contact the district traffic signal operations unit to request authorization to install the current standard signal software, and the timing parameters.

K.04.3 Traffic Signal Records

Adequate office records are a necessary function of the signal maintenance organization.

Office records should include the following types of statistical data:

(A) Type and number of traffic signals.

(B) Lighting equipment at each location.

(C) Date of installation.

(D) Type and date of all trouble calls.

(E) Who reported the trouble?

(F) Who repaired, and extent of the repairs.

The Division of Traffic Operations or the district traffic signals operation unit, which approves signal installations and generally prepares the specifications, would like to be informed on any operating difficulties encountered with any type of equipment or equipment from a particular manufacturer. With this information, they can change or revise the specifications on some types of equipment to eliminate any defects or eliminate use of equipment from that manufacturer.

K.04.4 Maintenance of Traffic Signals

A detailed check should be at 90 day intervals for proper operation of controller assemblies and signals. This check should include the following items as a minimum:

(A) Field Inspection

(1) Visual check of indications.

(2) Vehicle and pedestrian head alignment.

(3) Pushbutton operation.

(4) Hardware (hand-hole covers, signs, poles, backplates, etc.).

(5) Pullbox covers (broken, missing, and clear of dirt or debris).

(6) Condition of street name signs.

(7) Visual check of service cabinet and equipment locks.

(8) Traffic handling of intersection.

(9) Visual check of loops in roadway.

(B) Cabinet Interior

(1) Controller unit indicator lights.

(2) Function and timing.

(3) Detector indicator lights.

(4) Check flasher outputs.

(5) Check and adjust contacts.

(6) Check monitor indicator lights.

(7) Isolator function and operation.

(8) Thermostat and ventilation system including filter.

(9) Clean cabinet and interior components.

(10) Check documentation. (timing sheets, schematics, wiring plans, etc., and inspection noted on cabinet login card).

(C) Cabinet Exterior

(1) Condition of surface (paint, damage and graffiti).

(2) Condition of locks and handles.

(D) Battery Backup System (BBS)

(1) Check physical condition of batteries, cables and connections.

(2) Check battery level.

(3) Test operation of BBS.

(4) Note use indicators.

K.04.5 Maintenance of Electrical and Electronic Modular Components

This section outlines the procedures for the maintenance and repair of electrical and electronic modular components associated with traffic signals, flashers, ramp meters, CCTV, CMS, and other relevant field assets. It also details the roles and responsibilities of the three Central Repair Shops and the District Electrical Maintenance crews. For this document, the term modular component is defined as follows:

Any device to include but not limited to; 170 controllers, 2070 controllers, conflict monitors, detector cards, isolation cards, CMS components, CCTV components, or any other device that has circuit board technology and requires bench level diagnostics; repair and replacement of individual electronic components.

CENTRAL REPAIR SHOPS

(A) All circuit board level repairs on electrical and electronic modular components will be performed at one of the three Central Repair Shops located at District 3, District 4, and District 7. District 3 will provide service to Districts 1, 2, and 10; District 4 will provide service to Districts 5 and 6; District 7 will provide service to Districts 8, 9, 11 and 12.

(B) Defective modular components will be sent to the assigned Central Repair Shop for diagnostics and repairs. The Central Repair Shop will make a determination as to if a board or unit should be repaired or salvaged dependent on initial cost, cost of repair, and age.

(C) The three Central Repair Shops (D3, D4, and D7) shall no longer perform repairs on the following components:

- Model 200 Switch Packs
- Model 204 Flashers
- Model 208 Monitor Unit
- Model 222 Detector
- Model 224 Detector
- Model 242 DC Isolators
- Model 252 AC Isolators
- Model 252R AC Isolator

(D) The Central Repair Shops can repair other components not listed in (C) above, provided that the total costs of repairs (including all history) do not exceed the set salvage point for that type of component.

(E) The Central Repair Shops shall follow the approved guidelines as to when a component **must** be salvaged and replaced with a new unit.

(F) The Central Shops will not perform repairs on components that are obsolete or beyond the point of economical repair. If the cost of a single repair to a component exceeds the set point of salvage, the repairs will not be performed, regardless of the type of component. The cost of repairs should also include any past costs as well as consideration for the type of problem and reoccurrence of similar problems. An exception would be made for components that have no replacement available.

(G) If the Central Repair Shop receives a component from a district that is beyond economical repair, the component is to be salvaged in the Central Repair Shop (not returned to the district). The district should be notified of salvages so they can order replacements.

(H) The Central Repair Shops will retain repair history for larger dollar components (170, 210, CIA, cameras, etc.). These history records will be reviewed prior to performing repairs on the component. If the cost of past repairs is approaching the point of salvage, then the unit will be salvaged.

(I) The Central Repair Shops will track the salvage of high cost components (170 Controller, 210 Conflict Monitor, CCTV equipment, etc.) or any other component as needed in IMMS. Property Management does not need to be notified when salvaging these components.

(J) The Central Repair Shops will make every effort to correctly charge repairs in IMMS.

(K) The Central repair Shops will report any unauthorized district repairs on components. If components are delivered to the shop with obvious signs of unauthorized repairs, note the location and district, and notify Headquarters Maintenance.

(L) The Central Shops will make every effort to use the most cost-effective methods when performing repairs on components.

DISTRICT ELECTRICAL MAINTENANCE CREWS

(A) The work performed at the asset location by the field crews will be limited to a diagnosis to determine if the modular component is causing the problem. If the modular component is determined to be defective, it will be replaced in its entirety with a new or repaired component. 170 and 2070 controllers will also be reprogrammed with the operating program module. The controller diagnostic module will not be used for field level diagnosis. If the modular component is one listed in (C) below, then it will be disposed of in the district's recycle bin.

(B) The work performed in each district's Signal Maintenance Shop will be limited to a determination if the modular unit is beyond the point of economical repair, and should be discarded or sent to the Central Repair Shop for repairs. In the case of the 170 controllers, diagnosis of the controller unit can be performed using a diagnostic module. No work will be performed on printed circuit boards or power supplies at this level. The complete controller unit as it came from the field will be sent to the Central Repair Shop with detailed description of the problem and the E-FIS Project Code (E-Number) of the location from where it was removed.

(C) District Electrical Maintenance crews will no longer send the following defective components to their local Central Repair Shop nor will the districts perform any types of repairs on these components. These components are to be disposed of in the districts recycle bins as the cost of handling, shipping and repairing of these items is no longer cost effective.

- Model 200 Switch Packs
- Model 204 Flashers
- Model 208 Monitor Unit
- Model 222 Detector
- Model 224 Detector
- Model 242 DC Isolators
- Model 252 AC Isolators
- Model 252R AC Isolator

(D) The District Electrical Maintenance crews will order modular components as needed directly from the Division of Procurement and Contracts (DPAC) Warehouse. These items do not have to be ordered by the Central Repair Shops and the districts do not need approval from the shops to order. The districts can order these directly, and the costs do not affect the district budget. Headquarters Maintenance allocates funds to the warehouse to fund the purchase of these items. Therefore, the funds do not come out of the district's allocation.

(E) District Electrical Maintenance crews will not send warranty issue components to their Central Repair Shop. These issues are best handled within the districts, unless the component came from the Central Repair Shop. In some cases, the Central Shops may be gathering information about specific components and will notify the districts if there is a need to return these components to the Central Shop.

(F) District Electrical Maintenance crews will not ship components that are obviously obsolete or beyond the point of economical repair to the Central Shops. Components that are totally destroyed due to third party damage, lightning strikes, etc., can be salvaged (destroyed and disposed of in a recycle bin) within the district, and replaced with a new component from the district's stock. The districts do not need Central Repair Shop approval to replace components. Property Management does not need to be notified when salvaging these components

(G) District Electrical Maintenance crews will not perform any repairs to controllers, conflict monitors, isolation cards, detector cards, or any other modular component. The roles and responsibilities of the Central Repair Shops and the districts are clearly stated.

(H) District Electrical Maintenance will store an appropriate number of spare components to ensure safe and proper operations of the field assets independent of the components in route to Central Shops for repairs. This is due to the possibility that components will be salvaged due to repair costs.

K.04.6 Pedestrian Signal Indications

When existing WALK-DONT WALK or WALK-WAIT pedestrian signals reach the end of their service life and indications appear dim or need to be relamped, they shall be replaced with the symbol signal. It is acceptable to mix types of pedestrian signals at an intersection.

LED symbol type pedestrian signals shall be used for maintenance replacement of all types of pedestrian signals.

K.04.7 Arrow Indications

Use 3-arrow conventional signal face in lieu of PV units with concurrence from Division of Traffic Operations or the district traffic signals operation unit. Remove any conflicting signing. Where the secondary indication for left turns is located at the far left, replacement indications should be 3-arrow conventional heads, in lieu of PV units or 8 inches red louvered, 8 inches yellow louvered, and 12 inches green units.

K.04.8 Relamping

Incandescent Lamps

Incandescent lamps shall not be used in relamping traffic signals. If a traffic signal has recently been relamped with incandescent lamps, the traffic signal should be group relamped with LED modules one (1) year from that relamp date. If the red indicators have been replaced with LED's, the yellow and green sections should be relamped with LED modules within two (2) years from the last relamp.

LED modules

Red LED traffic signal modules should be group relamped every five (5) years. All other modules shall be group relamped every ten years.

K.04.9 Traffic Signal Conflict Monitors

Conflict monitors and program cards shall be shop or field tested for proper operation approximately once every 12 months.

Monitor testers shall be shop certified by qualified personnel at Central Repair Facilities approximately every 12 months, or as recommended by the manufacturer.

K.04.10 Battery Backup Systems (BBS)

The intent of the battery backup systems installed at traffic signalized intersections shall be to provide emergency power for traffic signals for short power interruptions and the initial response period of long power interruptions. For the operation of traffic signalized intersections beyond the capacity of the BBS, refer to Section K.04.11 (Traffic Signal Operation During an Emergency or a Power Outage). The BBS is not intended to maintain signal operation in the case of an indefinite power interruption.

The batteries for a BBS unit should be replaced at a minimum of every five (5) years or sooner, depending of manufacturer's recommendations. The batteries used to replace shall be 12 VDC, 65 Amp-hr, and be valve regulated, sealed lead-acid type, and be either gel-cel or absorbed glass mat construction. Used batteries shall be disposed of by recycling with an approved battery recycler.

Refer to the Code of Safe Operating Practices for proper handling and disposal procedures for leaking/damaged batteries.

K.04.11 Traffic Signal Operation During an Emergency or Power Outage

The emergency mode of operation for all traffic signals shall be flashing operation.

The California Highway Patrol (CHP) or local police are authorized to place a traffic signal on flash or turn it off to direct traffic in the event of any emergency, to expedite traffic, or to ensure safety as conditions may require, notwithstanding any provisions of the Vehicle Code.

The following procedures will be followed in the event of a utility company power outage:

(A) An unplanned utility company power outage is usually caused by severe weather conditions or system failures such as shorted transformers or downed poles or lines.

This type of outage is unpredictable and usually for an unknown period of time. It will be the general policy of Caltrans not to provide standby electrical power or stop signs at traffic signals during an unplanned utility company power outage as described above. If a permanent battery backup system has been previously installed, the intent is to operate the signals up to the capacity of the batteries, and not to provide additional backup support.

(B) A utility company may make a planned power shutdown to make repairs on their facilities and request standby electrical power or stop signs from Caltrans when it affects our traffic signals.

It will be the Caltrans general policy, that upon 72 hours notice, to provide standby power or stop signs where possible, consistent with availability of equipment and personnel.

This is the Caltrans general policy on providing backup control at traffic signals during power outages. In power outages, as in any other emergency, it is the function of the California Highway Patrol and the local police to provide immediate short-term traffic control. Generally, the CHP will provide traffic control in unincorporated areas and the local police will provide those services in incorporated areas.

As with any general policy, there may be extenuating circumstances that require exceptions to this policy. These exceptions may be approved by the Deputy District Director, Maintenance.

It is our intent to cooperate as fully as possible with the California Highway Patrol and the local police, consistent with our resources limitations. Contact should be made with the appropriate law enforcement offices to discuss our capabilities and establish the appropriate Caltrans contact person for CHP and the local police then requesting our assistance.

K.05 Flashing Beacons

Flashing beacons are usually standalone flashing traffic signal indications used to assist in the warning of motorists of a potential danger or to assist in the operation of an intersection controlled by stop signs. Flashing beacons may be red or amber. Flashing traffic signal indications used to warn of an upcoming traffic signalized intersection are part of the traffic signal, and are not standalone flashing beacons.

K.07 Traffic Management Systems (TMS) Field Elements

TMS field elements are systems that are controlled and/or monitored by the District Traffic Management Center (TMC), and do not directly control traffic. Examples of these systems are changeable message signs (CMS), closed circuit television cameras (CCTV), and vehicle detector stations (VDS). Due to the changing nature of the technology employed by the TMCs, these systems are varied in appearance and operation. Close attention should be paid to any manufacturer's maintenance and operations manual.

K.07.1 Changeable Message Signs (CMS)

All types of changeable message signs should be routinely inspected for proper operation at least every 120 days. This check should include the following items as a minimum:

(A) Field Inspection

(1) Visual check of indications.

(2) Sign Panel

(a) Check inter-connectable connections.

(b) Test pixel matrix for failures.

(c) Replace pixels or pixel matrix modules.

(3) Pullboxes (damage, covers missing or damaged).

(4) Visual check of service cabinets and locks.

(B) Cabinet Interior

(1) Controller and associated units indicator lights.

(2) Function, timing, and communications (modem).

(3) Thermostat and ventilation system including filter.

(4) Clean cabinet and interior components.

(5) Check documentation (schematics, wiring plans, etc.).

(6) Check operation of all GFI receptacles.

(7) Check that cables are not stressed.

(8) Check components mounting hardware securely fastened.

(9) Remove any dirt and debris.

(10) Clean dimming sensor.

(C) Cabinet Exterior

(1) Condition of surface (paint, damage, graffiti).

(2) Condition of locks and handles.

Changeable message signs should be relamped as required. When relamping a CMS with xenon pixel matrix modules (PMM), consideration should be given to relamp the CMS with LED PMMs. Contact the Division of Maintenance for further guidance and information on the use of LED PMMs.

K.07.2 Closed Circuit Television Systems (CCTV)

All closed circuit television systems should be routinely inspected for proper operation every 180 days for proper operation, or as per manufacturer's recommendation. Due to possible presence of fiber optic equipment and cabling, or other special equipment, only qualified personnel are to perform routine maintenance inside camera control cabinets. Read Section K.07.9 for further instruction on the maintenance of TOSNet field communications systems. This check should include the following items as a minimum:

(A) CCTV Camera Assembly:

(1) Visual check of camera assembly and cables.

(2) Inspection of camera control sub-assemblies for proper operation and function as per manufacturer's instructions.

(3) Clean enclosure window.

(4) Check humidity indicators

(5) Camera Control Check enclosure pressure.

(6) Re-charge enclosure pressure (every year).

(7) Insure pan/tilt drive unit operates freely over entire range of pan/tilt travel.

(B) CCTV Receiver:

(1) Condition of surface (paint, damage, graffiti).

(2) Condition of locks and handles.

(3) Check mounting screws are securely fastened.

(4) Check cable connections are securely fastened.

(5) Using a lap-top computer check the following:

(a) Pan/tilt operation from stop to stop.

(b) Lens zoom in/out.

(c) Iris auto/manual (adjust iris as necessary).

(C) Video Transmitter:

(1) Using a power meter, measure and record optical output power.

(2) Check power light.

(3) Check cable connections.

(D) Fiber Distribution Unit:

(1) Clean end of fiber.

(2) Check spare fiber is capped.

(3) Check fiber is not stressed.

(E) Field Equipment Cabinet:

(1) Check operation of all GFI receptacles.

(2) Check cables are not stressed.

(3) Check operation of fan.

(4) Check component mounting hardware is securely fastened.

(5) Remove any dirt and debris.

(6) Change vent filter.

K.07.3 Wrong Way Detection systems

All wrong way detection systems should be routinely inspected every 90 days for proper operation.

K.07.4 Vehicle Detection Systems

All Vehicle Detection Systems should be routinely inspected for proper operation every 120 days. This check should include the following items as a minimum:

(A) Field Inspection

(1) Hardware (hand-hole covers, signs, poles, backplates, etc.).

(2) Pullbox covers (broken, missing, and clear of dirt or debris).

(3) Visual check of service cabinet and equipment locks.

(4) Visual check of loops in roadway (if possible).

(5) Visual check of detector sensor (other than loops).

(B) Cabinet Interior

(1) Controller unit indicator lights and display.

(2) Function and timing.

(3) Detector indicator lights and operation.

(4) Check output devices, including interconnect systems.

(5) Thermostat and ventilation system including filter.

(6) Clean cabinet and interior components.

(7) Check documentation (timing sheets, schematics, wiring plans, etc.).

(C) Cabinet Exterior

(1) Condition of surface (paint, damage, graffiti).

(2) Condition of locks and handles.

Examples of different Vehicle Detection Systems include the following:

(A) Inductive loop detector.

(B) Magnetometer.

(C) Magnetic detector.

(D) Micro-loop inductive detector.

(E) Microwave Vehicle Detection System (MVDS): (RTMS is one example).

(F) Video Image Processing System (VIPS) (for specific items to check during PM check; see the section on CCTV systems, K.07.02.).

K.07.5 Fiber Optic Systems (TOSNet)

All fiber optic systems should be routinely inspected for proper operation every 120 days or as per manufacturer's recommendation. Due to specialized equipment and fiber optic cabling, only qualified personnel are to perform routine maintenance inside fiber optic cabinets. Read Section K.07.9 for further instruction on the maintenance of TOSNet field communications systems. This check should include the following items as a minimum:

(A) Cabinet Exterior

(1) Condition of surface (paint, damage, graffiti).

(2) Condition of locks and handles.

K.07.6 Highway Advisory Radio (HAR)

All HAR systems should be routinely inspection for proper operation every 120 days. Due to specialized equipment, only qualified personnel are to perform routine maintenance inside HAR cabinets. Assistance with HAR installations may be obtained from Division of Maintenance, Office of Radio Communications. This check should include the following items as a minimum:

(A) Equipment

(1) Check range of transmitter signal.

(2) Check power supply level.

(3) Field equipment cabinet.

(4) Check operation of all GFI receptacles.

(5) Check that cables are not stressed.

(6) Check operation of fan.

(7) Check component mounting hardware is securely fastened.

(8) Remove any dirt and debris.

(9) Change vent filter.

(B) Flashing Beacon

(1) Check pole mounting hardware.

(2) Check flasher circuitry.

(C) Field Inspection

(1) Check condition of storage batteries, if solar panel is present.

(2) Contact traffic management center to turn on flashers and check for proper operation.

(3) Inspect and clean flasher lens and solar panel if present.

(4) Inspect advisory sign for damage or graffiti.

K.07.7 Communication Hubs (TOSNet)

All field communications systems should be routinely inspected for proper operation every 120 days. Due to specialized equipment and fiber optic cabling, only qualified personnel are to perform routine maintenance as per manufacturer's recommendations. Read Section K.07.9 for further instruction on the maintenance of TOSNet field communications systems. This check should include the following items as a minimum:

(A) Building Exterior

(1) Check door locks and handles for damage.

(2) Check condition of surface for graffiti, damage, etc.

(B) Optical Receiver Rack

(1) Check power and carrier lights are operative.

(2) Check coax and optical fiber connections are clean and secure.

(3) Using power meter, measure and record optical receive levels.

(4) Check that fibers are not stressed.

(5) Check all unused fiber terminations are capped.

(C) Video Multiplexer and Demultiplexer

(1) Remove and clean each circuit card with a vacuum cleaner and small brush.

(2) Check coax cable connections are secure.

(3) Check optical fiber connections are clean and secure.

(4) Check power supplies' LED indicators are lit.

(5) Using power meter, check and record optical output power.

(6) Check status of all LED indicators on all cards.

(D) Channel Bank

(1) Check mounting screws are securely fastened.

(2) Check cable connections are securely fastened.

(3) Check power supplies' LED indicators are lit.

(4) Check line interface unit (LIU) LED indicators are all lit.

(E) DS-1 Optical Modem

(1) Using power meter, measure and record optical output power.

(2) Using power meter, measure and record optical receive power.

(3) Check power light is operative.

(4) Check data cable connection screws are not loose.

(5) Check optical fiber connection is clean and secure.

(F) Video Monitor

(1) Check all controls operate properly.

(2) Check coax cable connections are secure and not stressed.

(3) Check appropriate termination at rear of unit.

(4) Clean monitor assembly.

(G) General

(1) Check operation of all GFI receptacles.

(2) Check cables are not stressed.

(3) Check operation of all fan assemblies.

(4) Check component mounting hardware securely fastened.

(5) Remove any dirt and debris.

(6) Check A/C unit is operating properly.

K.07.8 TMS Field Element Operation During an Emergency or Power Outage

The emergency mode of operation for all TMS field elements shall be "off" or deactivated. Battery backup systems are not to be used with TMS field elements. Maintenance forces shall not respond to a TMS field element in the event of a power outage. Maintenance forces shall not provide generators or other power sources in the event of a planned power outage by the servicing utility or others.

It is understood that some TMS field elements may be solar/battery powered for normal operations.

K.07.9 Maintenance of TOSNet Communications Systems to TMS Field Elements

The normal maintenance functions on the TOSNet field communications systems are to be coordinated and monitored by the District Traffic Operations unit, and performed by the TOSNet contractors. The district Electrical Maintenance crews are to assist the TOSNet contractor(s) when workload and resources permit. This includes the communications equipment for all TMS field elements and ramp meters, as well as communications hubs, and fiber-optic systems.

K.08 Traffic Census Counters/Speed Monitor Stations

Traffic census counters and speed-monitoring stations are systems that used periodically to monitor conditions on the State highway system.

All traffic count loop detectors should be checked and repaired on notification of malfunction by Traffic Operations Program or District Traffic Operations unit. Since the use of these systems is not continuous, there is no predefined preventative maintenance interval.

K.09 Miscellaneous

K.09.1 Painted/Decorative Standards and Poles, and Painted Hardware

New or existing steel standards and poles for traffic signals should not be painted or repainted by State forces.

Participating local agencies may be granted permission to paint steel standards and poles or use decorative standards or poles on State highways to match painted or decorative standards and poles on their streets or roads. The local agency will be responsible for maintaining the visual aesthetics of the painted/decorative standards or poles. The local agency shall be responsible for providing replacement standards or poles in the event replacement is necessary. The use of decorative poles shall be approved by the Division of Engineering Services for compliance with Caltrans structural standards. The division of responsibility for painted steel or decorative standards and poles should be delineated in the Electrical Maintenance Agreement (see section K.09.2).

When existing galvanized signal standards and poles are not repainted to maintain color, deteriorated paint should be removed or painted over with aluminum paint.

On non-galvanized (painted) steel signal standards and poles (that are not being maintained by the local agency) or on galvanized steel signal standards and poles where the galvanizing is in poor condition, surfaces should be maintained as required. Replacement of deficient standards, mast arms, and poles should be considered.

Interior of signal visors, louvers and front faces of back-plates should be painted with flat black paint. Signal heads, signal head mountings, brackets and fittings, outside of visors, pedestrian push button housings, pedestrian signal head housings and visors, and back of back-plates, should be painted with flat black or dark olive green paint.

RESOLUTION NO. 25-29,663

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE AGREEMENT FOR THE MAINTENANCE OF TRAFFIC SIGNALS IN THE CITY OF GLENDALE BETWEEN THE CITY OF BURBANK AND THE CITY OF GLENDALE

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

A. The terms and provisions in the Agreement for the Maintenance of Traffic Signals in the City of Glendale (Agreement) between the City of Burbank and the City of Glendale, attached as Exhibit A and incorporated herein, are approved.

B. The City Manager, or his designee, is authorized to execute the Agreement referenced herein, along with any future amendments (if any) up to the amount budgeted for the Public Works Department Traffic Division in the adopted budget document with such non-substantive changes as may be approved by the City Attorney and the City Clerk is authorized to attest

C. The Financial Services Director is authorized to make such other revisions and changes in portions of the adopted budget document as necessary to reflect and implement the Agreement specified in this resolution.

D. This action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §15301(c).

PASSED and ADOPTED this 28th day of October 2025.

_s/Nikki Perez_____
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

By: _s/Catherine Kim_____
Catherine Kim
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 28th day of October 2025, by the following vote:

AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

Exhibit A

AGREEMENT FOR MAINTENANCE OF TRAFFIC SIGNALS IN THE CITY OF GLENDALE

THIS AGREEMENT is made effective this _____ day of _____, 2025, by and between the City of Glendale ("Glendale"), and the City of Burbank ("Burbank") (collectively referred to as the "Parties").

1. The Parties desire that Burbank perform traffic signal maintenance functions at specified locations described in Exhibit A ("Cost and Delegation of Maintenance"), which is attached hereto and incorporated by this reference.
2. This Agreement shall supersede any previous agreement for maintenance of the same identified Improvement Locations within City of Glendale.
3. Burbank will perform the Maintenance Work, or portions thereof, according to the standards as described under Exhibit B ("Maintenance Function Descriptions"), which is attached hereto and incorporated by this reference, or as Exhibit B may be subsequently modified with the consent of the Parties hereto, acting by and through their authorized representative.
4. The degree or extent of Maintenance Work to be performed, and the standards for such work shall be in accordance with the provisions of Exhibit B or as may be prescribed or amended from time to time in writing by the Burbank Public Works Director or an authorized representative and agreed to by the Glendale Public Works Director or authorized representative in writing.
5. The functions and levels of maintenance service delegated to Burbank by Glendale has been considered in setting annual authorized total dollar reimbursement amounts. Burbank may perform additional work if desired, but Glendale will not reimburse Burbank for any work in excess of the authorization dollar limits established herein, or for the performance of any work not described in said Exhibit B.
6. Payment.

    A. Glendale will reimburse Burbank pursuant to the cost distribution percentages set forth in Exhibit A for the actual cost of all routine maintenance work performed by Burbank described in Exhibit B to this agreement. It is agreed that during any fiscal year, the maximum expenditure shall not exceed the amount as shown available in Exhibit A, unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided.

    B. The cost breakdown and expenditure limit may be increased or decreased or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in

writing by the Glendale Public Works Director or an authorized representative, and is accepted by Burbank as an amendment to Exhibit A.

C. Additional expenditures, or an adjustment of expenditures, once authorized shall apply only during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of this Agreement.

7. Billing.

   A. Burbank will submit signed invoices quarterly. Glendale shall pay invoices within 30 days of receipt.

   B. The maximum annual cost to Glendale shown in Exhibit A shall include all bills within a fiscal year (July 1 to June 30).

8. Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this contact or to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of the Improvements different from the standard of care imposed by law.

9. Indemnity and Insurance.

   A. It is understood and agreed that pursuant to Government Code Section 895.4, Glendale shall fully defend and indemnify and hold Burbank harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of any act or omission by Glendale relating to the Maintenance Work.

   B. It is understood and agreed that pursuant to Government Code Section 895.4, Burbank shall fully defend and indemnify and hold Glendale harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of any act or omission by Burbank relating to the Maintenance Work.

   C. Both Burbank and Glendale represent that they are each self-insured and maintain, at a minimum, the following limits:

      General Liability $1,000,000; Automobile Liability $1,000,000.

      Each of the Parties further warrant that the limits of their self-insurance coverage meet or exceed the requirements and obligations as set forth, and to the extent permitted by State law.

D. Workers' Compensation claims shall be paid by the employer of the injured worker, and subrogated rights against any Party to this Agreement are expressly waived.

E. Glendale shall be named as additional insured on any comprehensive general liability insurance policy issued that relates to the Maintenance Work. The additional insured endorsement shall be in a form approved by the City of Glendale.

10. All notices and correspondence between the Parties to this Agreement regarding provisions within said agreement shall be addressed as follows:

For Burbank:

Public Works Director

City of Burbank

275 East Olive Avenue

Burbank, CA 91502

For Glendale:

Public Works Director

City of Glendale

633 E. Broadway, Room 205

Glendale, CA 91206

11. This Agreement shall remain in full force and effective until amended by the mutual consent of the parties or terminated by either party upon sixty (60) days' prior written notice to the other party. Any approved maintenance costs accrued up to the date of notice of termination shall be paid within 30 days of receipt of a final invoice for those costs.

12. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation. In the event any claim or dispute is subject to litigation, the Parties agree that each shall pay their own costs, including all court costs and attorneys' fees.

13. Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the Parties hereto. Neither of the Parties shall assign any right or interest in this Agreement, nor delegate any duty owed, without the other's prior written

consent. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

14. Neither Party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such Party which include but are not limited to acts of God, labor disputes, civil unrest, water supply deficiencies, mechanical failure, interruption in electrical energy, natural disaster, drought, and regulatory issues.

15. This Agreement represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Glendale and Burbank.

IN WITNESS WHEREOF, the cities of Glendale and Burbank have duly executed this Agreement on this _____ day of _____, 2024.

CITY OF BURBANK	Approved as to Form Burbank City Attorney's Office
_____ Signature	_____ Signature
Justin Hess Name (Please Print)	_____ Name (Please Print)
City Manager Title	_____ Title
Date:_____	
CITY OF GLENDALE	Approved as to Form Glendale City Attorney's Office
_____ Signature	_____ Signature
Roubik R. Golanian Name (Please Print)	_____ Name (Please Print)
City Manager Title	_____ Title
Date:_____	

EXHIBIT A

COST AND DELEGATION OF MAINTENANCE

The specific maintenance functions indicated in Exhibit “B” is hereby delegated to Burbank.

Intersection	Facility Type	% Cost Distribution		Maximum Annual Cost to Glendale
		Burbank	Glendale	
Alameda Avenue and Glenoaks Boulevard	Traffic signal, Lighting	50	50	$1,500
Chavez Street and Riverside Drive	Traffic signal, Lighting	50	50	$1,500

Total Authorized Annual Expenditure by the City of Glendale: $3,000

EXHIBIT B

MAINTENANCE FUNCTION DESCRIPTIONS

The definition of maintenance includes any of the following:

(a) The preservation and keeping of traffic signals and illumination equipment in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

(b) Operation of special safety conveniences and devices, and illuminating equipment.

(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to the traffic signal and illumination facility.

Specific maintenance functions to be completed by Burbank are outlined in Section K.02 Highway Lighting, Section K.04 Traffic Signals, Section K.07 Traffic Management Systems (TMS) Field Elements, Section K.08 Traffic Census Counters/Speed Monitors Stations, and K.09 Miscellaneous of the 2014 Caltrans Maintenance Manual, included herein.

EXHIBIT C

CHAPTER K - ELECTRICAL

July 2014

K.00 Introduction

This chapter includes all work performed on highway electrical facilities used for control of traffic with traffic signal systems, highway and sign lighting systems, Traffic Management System (TMS) Field Elements, Intelligent Transportation Systems (ITS), count stations, and other related systems.

The general objective of this program is to maintain all highway electrical facilities described above to ensure reliable electrical systems and service.

The Division of Maintenance or the district Electrical Maintenance unit will not affect any permanent changes or modifications that will change the operational characteristics of an electrical facility without prior approval in writing from the Division of Traffic Operations, the District Traffic Operations unit, or other appropriate Department Branch.

Damaged or malfunctioning electrical installations, which seriously affect public safety, or capital investment, should be highest priority in Electrical Maintenance for repair or temporary corrections until permanent repairs can be scheduled. Lower priority should be given to repair of inoperative or damaged electrical installations, which do not seriously affect public safety.

Refer to Maintenance Manual Volume 2, for administrative details and charging/coding practices for the "K" Family.

K.01 Levels of Service

Refer to Maintenance Manual Volume 2, for Levels of Service regarding the "K" Family.

K.02 Highway Lighting and Sign Illumination

Highway lighting and sign illumination is provided to improve visibility during darkness, and to promote safe and efficient use of special roadway facilities.

Maintenance of highway lighting and sign illumination is the preservation of the facility in the safe and usable condition to which it has been improved or constructed.

K.02.1 Night Lighting Inspection

Highway lighting and sign illumination should be inspected at night for proper operation once each month. Electrical Outage Worksheets, or some other recording device, should be used to list each outage by county, route, post mile, and pole number. Knocked down lighting standards and illuminated street name sign outages should also be recorded on this form.

The most recent Electrical Outage Worksheet or other record shall be kept on file at the crew supervisor's office.

Information from the recent Electrical Outage Worksheet or other record shall be entered into IMMS in a timely manner as directed by region policy. It is suggested that this be accomplished within one (1) week of the night lighting inspection.

K.02.2 Luminaries

Luminaries should be thoroughly inspected at the time of lamp replacement. These inspections should include the following items as a minimum:

(A) Gaskets : Inspect for loose or missing gasket; repair or replace as required.

(B) Glassware : Inspect for cracked or broken glassware; replace if necessary.

(C) Hardware : Apply suitable thread lubricant to hardware item which must be removed in the course of routine maintenance.

(D) Terminal Block : Inspect for cracked or broken barriers on the block; replace if necessary.

(E) Mounting : Inspect to determine if luminaire is rigidly held in proper position; make any necessary adjustments.

(F) Sockets and Receptacles : Inspect for burned current carrying parts and broken insulation; replace if necessary.

(G) Wiring : Inspect for abrasions that might develop shorts or grounds, and repair as required.

(H) Reflectors : Inspect for scum or tarnish; replace if necessary.

K.02.3 Photoelectric Controls

Photoelectric controls should be checked during routine lighting inspection and serviced periodically or replaced as required.

Attention should be given to coordinating controls to ensure that all highway lighting units turn off or on at approximately the same time within an interchange or closely spaced interchanges.

Circuits designed for early turn on of illuminated signs should have the early turn on type of photocells. When these photocells fail, it is important that they are replaced with the correct unit. See Standard Specifications for correct turn off and turn on settings.

K.02.4 Luminaire Ballast Fusing

Where primary lines of multiple ballasts are provided with fused splice connectors, fuse ratings should be as shown on the Standard Plans.

K.02.5 Relamping

Lamp outages noted on the monthly night lighting inspection should be scheduled for replacement as soon as workload permits.

All lamps should be group replaced on a planned schedule based on the rated lamp life, which is published by the manufacturer. Lamp life is based on life tests of the particular lamp operated at rated voltage and current. Group replacement has several advantages. It reduces the frequency of outages, thereby lowering the cost of maintenance, and illumination is kept to nominal levels.

Typical group relamping schedules based on current rated life are as follows:

(A) Fluorescent (inductive) Group relamp every 12 years

(B) Mercury Group relamp every 4 years

(C) High Pressure Sodium Group relamp every 4 years

(D) Low Pressure Sodium Group relamp every 3 years

(E) Fluorescent (tube) Group relamp every 2 years

Accurate records should be kept indicating group relamping dates and location.

K.02.6 Sign Lighting Fixtures

It is the Department's policy to only illuminate those signs that it deems necessary. When maintaining a dark sign lighting fixture, consult with the Division of Traffic Operations or the District Traffic Operations unit to insure that the sign is being illuminated according to policy. Malfunctioning fluorescent (tube) sign lighting fixtures should be replaced with mercury or fluorescent (inductive) sign lighting fixtures, or removed, provided the Division of Traffic Operations or District Traffic Operations unit concurs.

Use fixtures specified in the Standard Specifications and use fixture spacing charts as shown in the Standard Plans.

With this change, relamping will be extended from 2 years to 4 years, or 12 years.

K.02.07 Lighting Standards and Mast Arms

Lighting Standards and mast arms should be inspected periodically for loose bolts and nuts. The inspection period should be the same as the relamping period at the minimum, or more often as outage repairs are performed.

Missing hand hole covers should be noted during monthly inspections, and replaced as soon as practical and work load permits.

Lighting standards with slip bases or slip base inserts should be inspected periodically to ensure the slip bases or slip base inserts will function properly under the impact of collision.

In particular, attention should be given to:

(A) Soil erosion, damage, or dirt build-up around the pullboxes or foundations of the standards.

(B) Excessive growth of grasses or bushes near the pullboxes or standards.

(C) Any obstacles that will interfere with the operation of the slip bases or slip base inserts.

K.04 Traffic Signals

Traffic control signals are power-operated traffic control devices, which alternately direct traffic to stop and to proceed at highway and street intersections. Their purpose is the orderly assignment of right of way to the various traffic movements.

K.04.1 Legal Authority

Section 21350 of the Vehicle code authorizes the Department of Transportation to place and maintain appropriate signs, signals and other traffic control devices as required to warn or guide traffic upon the highways. A permit is required for the erection by others of traffic signals and flashing beacons, on all State highways, whether within incorporated or unincorporated areas.

K.04.2 Traffic Signal Timing and Operations

Initial timing of traffic signals and any subsequent changes in timing shall be the responsibility of the Division of Traffic Operations or the district traffic signals operation unit. Maintaining the timing is the responsibility of the Division of Maintenance or the district Electrical Maintenance unit. Temporary timing changes can be made by the Division of Maintenance or the district Electrical Maintenance unit to compensate for sudden changes in traffic conditions or malfunctioning traffic signal equipment that cannot be repaired or replaced immediately. Any temporary changes to the signal timing shall be noted in the traffic signal cabinet and the Division of Traffic Operations or the district traffic signals operation unit must be notified of any temporary timing changes as soon as possible. Signal Timing Forms will be prepared and furnished by the Division of Traffic Operations or the district traffic signals operation unit, and a copy sent to the Division of Maintenance or the district Electrical Maintenance unit. Signal timing records should be kept by both the Division of Traffic Operations or the district traffic signals operation unit, and the Division of Maintenance or the district Electrical Maintenance unit.

Any observed timing or operational traffic signal problems should be promptly reported to the Division of Traffic Operations or the district traffic signals operation unit.

The standard traffic signal program at the time of this Manual’s revision is C8 v 4. This will change from time to time when improvements are made on the software. When replacing a 170 controller, contact the district traffic signal operations unit to request authorization to install the current standard signal software, and the timing parameters.

K.04.3 Traffic Signal Records

Adequate office records are a necessary function of the signal maintenance organization.

Office records should include the following types of statistical data:

(A) Type and number of traffic signals.

(B) Lighting equipment at each location.

(C) Date of installation.

(D) Type and date of all trouble calls.

(E) Who reported the trouble?

(F) Who repaired, and extent of the repairs.

The Division of Traffic Operations or the district traffic signals operation unit, which approves signal installations and generally prepares the specifications, would like to be informed on any operating difficulties encountered with any type of equipment or equipment from a particular manufacturer. With this information, they can change or revise the specifications on some types of equipment to eliminate any defects or eliminate use of equipment from that manufacturer.

K.04.4 Maintenance of Traffic Signals

A detailed check should be at 90 day intervals for proper operation of controller assemblies and signals. This check should include the following items as a minimum:

(A) Field Inspection

(1) Visual check of indications.

(2) Vehicle and pedestrian head alignment.

(3) Pushbutton operation.

(4) Hardware (hand-hole covers, signs, poles, backplates, etc.).

(5) Pullbox covers (broken, missing, and clear of dirt or debris).

(6) Condition of street name signs.

(7) Visual check of service cabinet and equipment locks.

(8) Traffic handling of intersection.

(9) Visual check of loops in roadway.

(B) Cabinet Interior

(1) Controller unit indicator lights.

(2) Function and timing.

(3) Detector indicator lights.

(4) Check flasher outputs.

(5) Check and adjust contacts.

(6) Check monitor indicator lights.

(7) Isolator function and operation.

(8) Thermostat and ventilation system including filter.

(9) Clean cabinet and interior components.

(10) Check documentation. (timing sheets, schematics, wiring plans, etc., and inspection noted on cabinet login card).

(C) Cabinet Exterior

(1) Condition of surface (paint, damage and graffiti).

(2) Condition of locks and handles.

(D) Battery Backup System (BBS)

(1) Check physical condition of batteries, cables and connections.

(2) Check battery level.

(3) Test operation of BBS.

(4) Note use indicators.

K.04.5 Maintenance of Electrical and Electronic Modular Components

This section outlines the procedures for the maintenance and repair of electrical and electronic modular components associated with traffic signals, flashers, ramp meters, CCTV, CMS, and other relevant field assets. It also details the roles and responsibilities of the three Central Repair Shops and the District Electrical Maintenance crews. For this document, the term modular component is defined as follows:

Any device to include but not limited to; 170 controllers, 2070 controllers, conflict monitors, detector cards, isolation cards, CMS components, CCTV components, or any other device that has circuit board technology and requires bench level diagnostics; repair and replacement of individual electronic components.

CENTRAL REPAIR SHOPS

(A) All circuit board level repairs on electrical and electronic modular components will be performed at one of the three Central Repair Shops located at District 3, District 4, and District 7. District 3 will provide service to Districts 1, 2, and 10; District 4 will provide service to Districts 5 and 6; District 7 will provide service to Districts 8, 9, 11 and 12.

(B) Defective modular components will be sent to the assigned Central Repair Shop for diagnostics and repairs. The Central Repair Shop will make a determination as to if a board or unit should be repaired or salvaged dependent on initial cost, cost of repair, and age.

(C) The three Central Repair Shops (D3, D4, and D7) shall no longer perform repairs on the following components:

- Model 200 Switch Packs
- Model 204 Flashers
- Model 208 Monitor Unit
- Model 222 Detector
- Model 224 Detector
- Model 242 DC Isolators
- Model 252 AC Isolators
- Model 252R AC Isolator

(D) The Central Repair Shops can repair other components not listed in (C) above, provided that the total costs of repairs (including all history) do not exceed the set salvage point for that type of component.

(E) The Central Repair Shops shall follow the approved guidelines as to when a component **must** be salvaged and replaced with a new unit.

(F) The Central Shops will not perform repairs on components that are obsolete or beyond the point of economical repair. If the cost of a single repair to a component exceeds the set point of salvage, the repairs will not be performed, regardless of the type of component. The cost of repairs should also include any past costs as well as consideration for the type of problem and reoccurrence of similar problems. An exception would be made for components that have no replacement available.

(G) If the Central Repair Shop receives a component from a district that is beyond economical repair, the component is to be salvaged in the Central Repair Shop (not returned to the district). The district should be notified of salvages so they can order replacements.

(H) The Central Repair Shops will retain repair history for larger dollar components (170, 210, CIA, cameras, etc.). These history records will be reviewed prior to performing repairs on the component. If the cost of past repairs is approaching the point of salvage, then the unit will be salvaged.

(I) The Central Repair Shops will track the salvage of high cost components (170 Controller, 210 Conflict Monitor, CCTV equipment, etc.) or any other component as needed in IMMS. Property Management does not need to be notified when salvaging these components.

(J) The Central Repair Shops will make every effort to correctly charge repairs in IMMS.

(K) The Central repair Shops will report any unauthorized district repairs on components. If components are delivered to the shop with obvious signs of unauthorized repairs, note the location and district, and notify Headquarters Maintenance.

(L) The Central Shops will make every effort to use the most cost-effective methods when performing repairs on components.

DISTRICT ELECTRICAL MAINTENANCE CREWS

(A) The work performed at the asset location by the field crews will be limited to a diagnosis to determine if the modular component is causing the problem. If the modular component is determined to be defective, it will be replaced in its entirety with a new or repaired component. 170 and 2070 controllers will also be reprogrammed with the operating program module. The controller diagnostic module will not be used for field level diagnosis. If the modular component is one listed in (C) below, then it will be disposed of in the district's recycle bin.

(B) The work performed in each district's Signal Maintenance Shop will be limited to a determination if the modular unit is beyond the point of economical repair, and should be discarded or sent to the Central Repair Shop for repairs. In the case of the 170 controllers, diagnosis of the controller unit can be performed using a diagnostic module. No work will be performed on printed circuit boards or power supplies at this level. The complete controller unit as it came from the field will be sent to the Central Repair Shop with detailed description of the problem and the E-FIS Project Code (E-Number) of the location from where it was removed.

(C) District Electrical Maintenance crews will no longer send the following defective components to their local Central Repair Shop nor will the districts perform any types of repairs on these components. These components are to be disposed of in the districts recycle bins as the cost of handling, shipping and repairing of these items is no longer cost effective.

- Model 200 Switch Packs
- Model 204 Flashers
- Model 208 Monitor Unit
- Model 222 Detector
- Model 224 Detector
- Model 242 DC Isolators
- Model 252 AC Isolators
- Model 252R AC Isolator

(D) The District Electrical Maintenance crews will order modular components as needed directly from the Division of Procurement and Contracts (DPAC) Warehouse. These items do not have to be ordered by the Central Repair Shops and the districts do not need approval from the shops to order. The districts can order these directly, and the costs do not affect the district budget. Headquarters Maintenance allocates funds to the warehouse to fund the purchase of these items. Therefore, the funds do not come out of the district's allocation.

(E) District Electrical Maintenance crews will not send warranty issue components to their Central Repair Shop. These issues are best handled within the districts, unless the component came from the Central Repair Shop. In some cases, the Central Shops may be gathering information about specific components and will notify the districts if there is a need to return these components to the Central Shop.

(F) District Electrical Maintenance crews will not ship components that are obviously obsolete or beyond the point of economical repair to the Central Shops. Components that are totally destroyed due to third party damage, lightning strikes, etc., can be salvaged (destroyed and disposed of in a recycle bin) within the district, and replaced with a new component from the district's stock. The districts do not need Central Repair Shop approval to replace components. Property Management does not need to be notified when salvaging these components

(G) District Electrical Maintenance crews will not perform any repairs to controllers, conflict monitors, isolation cards, detector cards, or any other modular component. The roles and responsibilities of the Central Repair Shops and the districts are clearly stated.

(H) District Electrical Maintenance will store an appropriate number of spare components to ensure safe and proper operations of the field assets independent of the components in route to Central Shops for repairs. This is due to the possibility that components will be salvaged due to repair costs.

K.04.6 Pedestrian Signal Indications

When existing WALK-DONT WALK or WALK-WAIT pedestrian signals reach the end of their service life and indications appear dim or need to be relamped, they shall be replaced with the symbol signal. It is acceptable to mix types of pedestrian signals at an intersection.

LED symbol type pedestrian signals shall be used for maintenance replacement of all types of pedestrian signals.

K.04.7 Arrow Indications

Use 3-arrow conventional signal face in lieu of PV units with concurrence from Division of Traffic Operations or the district traffic signals operation unit. Remove any conflicting signing. Where the secondary indication for left turns is located at the far left, replacement indications should be 3-arrow conventional heads, in lieu of PV units or 8 inches red louvered, 8 inches yellow louvered, and 12 inches green units.

K.04.8 Relamping

Incandescent Lamps

Incandescent lamps shall not be used in relamping traffic signals. If a traffic signal has recently been relamped with incandescent lamps, the traffic signal should be group relamped with LED modules one (1) year from that relamp date. If the red indicators have been replaced with LED's, the yellow and green sections should be relamped with LED modules within two (2) years from the last relamp.

LED modules

Red LED traffic signal modules should be group relamped every five (5) years. All other modules shall be group relamped every ten years.

K.04.9 Traffic Signal Conflict Monitors

Conflict monitors and program cards shall be shop or field tested for proper operation approximately once every 12 months.

Monitor testers shall be shop certified by qualified personnel at Central Repair Facilities approximately every 12 months, or as recommended by the manufacturer.

K.04.10 Battery Backup Systems (BBS)

The intent of the battery backup systems installed at traffic signalized intersections shall be to provide emergency power for traffic signals for short power interruptions and the initial response period of long power interruptions. For the operation of traffic signalized intersections beyond the capacity of the BBS, refer to Section K.04.11 (Traffic Signal Operation During an Emergency or a Power Outage). The BBS is not intended to maintain signal operation in the case of an indefinite power interruption.

The batteries for a BBS unit should be replaced at a minimum of every five (5) years or sooner, depending of manufacturer's recommendations. The batteries used to replace shall be 12 VDC, 65 Amp-hr, and be valve regulated, sealed lead-acid type, and be either gel-cel or absorbed glass mat construction. Used batteries shall be disposed of by recycling with an approved battery recycler.

Refer to the Code of Safe Operating Practices for proper handling and disposal procedures for leaking/damaged batteries.

K.04.11 Traffic Signal Operation During an Emergency or Power Outage

The emergency mode of operation for all traffic signals shall be flashing operation.

The California Highway Patrol (CHP) or local police are authorized to place a traffic signal on flash or turn it off to direct traffic in the event of any emergency, to expedite traffic, or to ensure safety as conditions may require, notwithstanding any provisions of the Vehicle Code.

The following procedures will be followed in the event of a utility company power outage:

(A) An unplanned utility company power outage is usually caused by severe weather conditions or system failures such as shorted transformers or downed poles or lines.

This type of outage is unpredictable and usually for an unknown period of time. It will be the general policy of Caltrans not to provide standby electrical power or stop signs at traffic signals during an unplanned utility company power outage as described above. If a permanent battery backup system has been previously installed, the intent is to operate the signals up to the capacity of the batteries, and not to provide additional backup support.

(B) A utility company may make a planned power shutdown to make repairs on their facilities and request standby electrical power or stop signs from Caltrans when it affects our traffic signals.

It will be the Caltrans general policy, that upon 72 hours notice, to provide standby power or stop signs where possible, consistent with availability of equipment and personnel.

This is the Caltrans general policy on providing backup control at traffic signals during power outages. In power outages, as in any other emergency, it is the function of the California Highway Patrol and the local police to provide immediate short-term traffic control. Generally, the CHP will provide traffic control in unincorporated areas and the local police will provide those services in incorporated areas.

As with any general policy, there may be extenuating circumstances that require exceptions to this policy. These exceptions may be approved by the Deputy District Director, Maintenance.

It is our intent to cooperate as fully as possible with the California Highway Patrol and the local police, consistent with our resources limitations. Contact should be made with the appropriate law enforcement offices to discuss our capabilities and establish the appropriate Caltrans contact person for CHP and the local police then requesting our assistance.

K.05 Flashing Beacons

Flashing beacons are usually standalone flashing traffic signal indications used to assist in the warning of motorists of a potential danger or to assist in the operation of an intersection controlled by stop signs. Flashing beacons may be red or amber. Flashing traffic signal indications used to warn of an upcoming traffic signalized intersection are part of the traffic signal, and are not standalone flashing beacons.

K.07 Traffic Management Systems (TMS) Field Elements

TMS field elements are systems that are controlled and/or monitored by the District Traffic Management Center (TMC), and do not directly control traffic. Examples of these systems are changeable message signs (CMS), closed circuit television cameras (CCTV), and vehicle detector stations (VDS). Due to the changing nature of the technology employed by the TMCs, these systems are varied in appearance and operation. Close attention should be paid to any manufacturer's maintenance and operations manual.

K.07.1 Changeable Message Signs (CMS)

All types of changeable message signs should be routinely inspected for proper operation at least every 120 days. This check should include the following items as a minimum:

(A) Field Inspection

(1) Visual check of indications.

(2) Sign Panel

(a) Check inter-connectable connections.

(b) Test pixel matrix for failures.

(c) Replace pixels or pixel matrix modules.

(3) Pullboxes (damage, covers missing or damaged).

(4) Visual check of service cabinets and locks.

(B) Cabinet Interior

(1) Controller and associated units indicator lights.

(2) Function, timing, and communications (modem).

(3) Thermostat and ventilation system including filter.

(4) Clean cabinet and interior components.

(5) Check documentation (schematics, wiring plans, etc.).

(6) Check operation of all GFI receptacles.

(7) Check that cables are not stressed.

(8) Check components mounting hardware securely fastened.

(9) Remove any dirt and debris.

(10) Clean dimming sensor.

(C) Cabinet Exterior

(1) Condition of surface (paint, damage, graffiti).

(2) Condition of locks and handles.

Changeable message signs should be relamped as required. When relamping a CMS with xenon pixel matrix modules (PMM), consideration should be given to relamp the CMS with LED PMMs. Contact the Division of Maintenance for further guidance and information on the use of LED PMMs.

K.07.2 Closed Circuit Television Systems (CCTV)

All closed circuit television systems should be routinely inspected for proper operation every 180 days for proper operation, or as per manufacturer's recommendation. Due to possible presence of fiber optic equipment and cabling, or other special equipment, only qualified personnel are to perform routine maintenance inside camera control cabinets. Read Section K.07.9 for further instruction on the maintenance of TOSNet field communications systems. This check should include the following items as a minimum:

(A) CCTV Camera Assembly:

(1) Visual check of camera assembly and cables.

(2) Inspection of camera control sub-assemblies for proper operation and function as per manufacturer's instructions.

(3) Clean enclosure window.

(4) Check humidity indicators

(5) Camera Control Check enclosure pressure.

(6) Re-charge enclosure pressure (every year).

(7) Insure pan/tilt drive unit operates freely over entire range of pan/tilt travel.

(B) CCTV Receiver:

(1) Condition of surface (paint, damage, graffiti).

(2) Condition of locks and handles.

(3) Check mounting screws are securely fastened.

(4) Check cable connections are securely fastened.

(5) Using a lap-top computer check the following:

(a) Pan/tilt operation from stop to stop.

(b) Lens zoom in/out.

(c) Iris auto/manual (adjust iris as necessary).

(C) Video Transmitter:

(1) Using a power meter, measure and record optical output power.

(2) Check power light.

(3) Check cable connections.

(D) Fiber Distribution Unit:

(1) Clean end of fiber.

(2) Check spare fiber is capped.

(3) Check fiber is not stressed.

(E) Field Equipment Cabinet:

(1) Check operation of all GFI receptacles.

(2) Check cables are not stressed.

(3) Check operation of fan.

(4) Check component mounting hardware is securely fastened.

(5) Remove any dirt and debris.

(6) Change vent filter.

K.07.3 Wrong Way Detection systems

All wrong way detection systems should be routinely inspected every 90 days for proper operation.

K.07.4 Vehicle Detection Systems

All Vehicle Detection Systems should be routinely inspected for proper operation every 120 days. This check should include the following items as a minimum:

(A) Field Inspection

(1) Hardware (hand-hole covers, signs, poles, backplates, etc.).

(2) Pullbox covers (broken, missing, and clear of dirt or debris).

(3) Visual check of service cabinet and equipment locks.

(4) Visual check of loops in roadway (if possible).

(5) Visual check of detector sensor (other than loops).

(B) Cabinet Interior

(1) Controller unit indicator lights and display.

(2) Function and timing.

(3) Detector indicator lights and operation.

(4) Check output devices, including interconnect systems.

(5) Thermostat and ventilation system including filter.

(6) Clean cabinet and interior components.

(7) Check documentation (timing sheets, schematics, wiring plans, etc.).

(C) Cabinet Exterior

(1) Condition of surface (paint, damage, graffiti).

(2) Condition of locks and handles.

Examples of different Vehicle Detection Systems include the following:

(A) Inductive loop detector.

(B) Magnetometer.

(C) Magnetic detector.

(D) Micro-loop inductive detector.

(E) Microwave Vehicle Detection System (MVDS): (RTMS is one example).

(F) Video Image Processing System (VIPS) (for specific items to check during PM check; see the section on CCTV systems, K.07.02.).

K.07.5 Fiber Optic Systems (TOSNet)

All fiber optic systems should be routinely inspected for proper operation every 120 days or as per manufacturer's recommendation. Due to specialized equipment and fiber optic cabling, only qualified personnel are to perform routine maintenance inside fiber optic cabinets. Read Section K.07.9 for further instruction on the maintenance of TOSNet field communications systems. This check should include the following items as a minimum:

(A) Cabinet Exterior

(1) Condition of surface (paint, damage, graffiti).

(2) Condition of locks and handles.

K.07.6 Highway Advisory Radio (HAR)

All HAR systems should be routinely inspection for proper operation every 120 days. Due to specialized equipment, only qualified personnel are to perform routine maintenance inside HAR cabinets. Assistance with HAR installations may be obtained from Division of Maintenance, Office of Radio Communications. This check should include the following items as a minimum:

(A) Equipment

(1) Check range of transmitter signal.

(2) Check power supply level.

(3) Field equipment cabinet.

(4) Check operation of all GFI receptacles.

(5) Check that cables are not stressed.

(6) Check operation of fan.

(7) Check component mounting hardware is securely fastened.

(8) Remove any dirt and debris.

(9) Change vent filter.

(B) Flashing Beacon

(1) Check pole mounting hardware.

(2) Check flasher circuitry.

(C) Field Inspection

(1) Check condition of storage batteries, if solar panel is present.

(2) Contact traffic management center to turn on flashers and check for proper operation.

(3) Inspect and clean flasher lens and solar panel if present.

(4) Inspect advisory sign for damage or graffiti.

K.07.7 Communication Hubs (TOSNet)

All field communications systems should be routinely inspected for proper operation every 120 days. Due to specialized equipment and fiber optic cabling, only qualified personnel are to perform routine maintenance as per manufacturer's recommendations. Read Section K.07.9 for further instruction on the maintenance of TOSNet field communications systems. This check should include the following items as a minimum:

(A) Building Exterior

(1) Check door locks and handles for damage.

(2) Check condition of surface for graffiti, damage, etc.

(B) Optical Receiver Rack

(1) Check power and carrier lights are operative.

(2) Check coax and optical fiber connections are clean and secure.

(3) Using power meter, measure and record optical receive levels.

(4) Check that fibers are not stressed.

(5) Check all unused fiber terminations are capped.

(C) Video Multiplexer and Demultiplexer

(1) Remove and clean each circuit card with a vacuum cleaner and small brush.

(2) Check coax cable connections are secure.

(3) Check optical fiber connections are clean and secure.

(4) Check power supplies' LED indicators are lit.

(5) Using power meter, check and record optical output power.

(6) Check status of all LED indicators on all cards.

(D) Channel Bank

(1) Check mounting screws are securely fastened.

(2) Check cable connections are securely fastened.

(3) Check power supplies' LED indicators are lit.

(4) Check line interface unit (LIU) LED indicators are all lit.

(E) DS-1 Optical Modem

(1) Using power meter, measure and record optical output power.

(2) Using power meter, measure and record optical receive power.

(3) Check power light is operative.

(4) Check data cable connection screws are not loose.

(5) Check optical fiber connection is clean and secure.

(F) Video Monitor

(1) Check all controls operate properly.

(2) Check coax cable connections are secure and not stressed.

(3) Check appropriate termination at rear of unit.

(4) Clean monitor assembly.

(G) General

(1) Check operation of all GFI receptacles.

(2) Check cables are not stressed.

(3) Check operation of all fan assemblies.

(4) Check component mounting hardware securely fastened.

(5) Remove any dirt and debris.

(6) Check A/C unit is operating properly.

K.07.8 TMS Field Element Operation During an Emergency or Power Outage

The emergency mode of operation for all TMS field elements shall be “off” or deactivated. Battery backup systems are not to be used with TMS field elements. Maintenance forces shall not respond to a TMS field element in the event of a power outage. Maintenance forces shall not provide generators or other power sources in the event of a planned power outage by the servicing utility or others.

It is understood that some TMS field elements may be solar/battery powered for normal operations.

K.07.9 Maintenance of TOSNet Communications Systems to TMS Field Elements

The normal maintenance functions on the TOSNet field communications systems are to be coordinated and monitored by the District Traffic Operations unit, and performed by the TOSNet contractors. The district Electrical Maintenance crews are to assist the TOSNet contractor(s) when workload and resources permit. This includes the communications equipment for all TMS field elements and ramp meters, as well as communications hubs, and fiber-optic systems.

K.08 Traffic Census Counters/Speed Monitor Stations

Traffic census counters and speed-monitoring stations are systems that used periodically to monitor conditions on the State highway system.

All traffic count loop detectors should be checked and repaired on notification of malfunction by Traffic Operations Program or District Traffic Operations unit. Since the use of these systems is not continuous, there is no predefined preventative maintenance interval.

K.09 Miscellaneous

K.09.1 Painted/Decorative Standards and Poles, and Painted Hardware

New or existing steel standards and poles for traffic signals should not be painted or repainted by State forces.

Participating local agencies may be granted permission to paint steel standards and poles or use decorative standards or poles on State highways to match painted or decorative standards and poles on their streets or roads. The local agency will be responsible for maintaining the visual aesthetics of the painted/decorative standards or poles. The local agency shall be responsible for providing replacement standards or poles in the event replacement is necessary. The use of decorative poles shall be approved by the Division of Engineering Services for compliance with Caltrans structural standards. The division of responsibility for painted steel or decorative standards and poles should be delineated in the Electrical Maintenance Agreement (see section K.09.2).

When existing galvanized signal standards and poles are not repainted to maintain color, deteriorated paint should be removed or painted over with aluminum paint.

On non-galvanized (painted) steel signal standards and poles (that are not being maintained by the local agency) or on galvanized steel signal standards and poles where the galvanizing is in poor condition, surfaces should be maintained as required. Replacement of deficient standards, mast arms, and poles should be considered.

Interior of signal visors, louvers and front faces of back-plates should be painted with flat black paint. Signal heads, signal head mountings, brackets and fittings, outside of visors, pedestrian push button housings, pedestrian signal head housings and visors, and back of back-plates, should be painted with flat black or dark olive green paint.

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: October 28, 2025

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Maribel Leyland, Assistant Community Development Director, Housing & Homeless Services
BY: Shipra Rajesh, Housing Development Manager

SUBJECT: Update on the City's Housing Enforcement Unit and Related Programs; and Discuss Possible Updates to Burbank's Tenant Protection Ordinance

RECOMMENDATION

Provide direction on existing or future efforts and/or strategies related to tenant protections in the City of Burbank.

BACKGROUND

This staff report provides an overview of the tenant protection strategies implemented to date, including the enforcement, education, and support currently being provided by the Housing Enforcement Unit (HEU) and related programs, as well as ongoing current work of the Landlord Tenant Commission (LTC). Additionally, the report summarizes current tenant protection and rent cap regulations that apply to the City of Burbank under AB 1482, also known as the California Tenant Protection Act. At Council's prior direction, the report also includes research on and options for additional future tenant protection programs or amendments to the City's existing Tenant Protection Ordinance (TPO). Specifically, this report covers the following five areas: (1) expanded relocation assistance payments for certain qualified tenants; (2) ending renovation evictions; (3) extending "Just Cause" eviction protections to all rental types; (4) establishing a registry to collect rental unit data; and (5) information on two possible approaches for a local rent cap.

Information on rent control and rent caps has been presented and discussed with the

Council for several years, including information on a rent control measure that was on the November 2020 ballot. The “Burbank Rent Stabilization and Tenant Protection Act” (Measure RC) was rejected by voters with 63.79% voting against it. On August 8, 2023, Council held a study session on AB 1482, which established a statewide rent cap along with just cause eviction standards for specific residential rental units effective January 1, 2020. Currently, Burbank adheres to the statewide rent cap established under AB 1482, where annual rent increases for covered, residential rental units is limited to 5% plus the Consumer Price Index (CPI) or 10%, whichever is lower.[1]

Subsequently, Council has invested in and implemented several more restrictive local tenant protection regulations and programs. On September 12, 2023, Council approved Urgency Ordinance No. 23-3999, prohibiting the termination of certain residential tenancies without just cause in the City of Burbank and increasing relocation assistance for certain tenancies. Further, on June 30, 2024, Council adopted a local TPO increasing relocation assistance for certain no-fault evictions and adding anti-retaliation tenant protections, replacing the previously adopted Urgency Ordinance. Concurrently, on June 4, 2024, Council authorized $650,000 to fund a HEU with five new positions (two in the City Attorney’s Office and three in the Community Development Department), and a Low-Income Legal Service Pilot Program (one-time funding allocated for the pilot program). Additionally, Council directed staff to conduct community outreach to solicit feedback on a potential local rent cap with the results of the outreach presented to the Council on October 15, 2024 (Attachment 1).

On February 11, 2025, staff provided an update to Council on the progress of the HEU and introduced an update to the TPO adding an exemption from the increased relocation assistance obligation for no-fault evictions due to owner or owner’s relative moving in and prohibitions on harassment. The updated TPO was adopted by Council on March 11, 2025 (Attachment 2).

[1] The current CPI is 3% and the current rent cap is 8%.

Table 1: Overview of Council-directed tenant protections implemented to date.

Table 1: Tenant Protection Regulations & Programs Implemented in the City of Burbank		
Tenant Protection Strategies	**Components**	**Implementation Date**
Eviction Protection	Proof of Substantial Remodeling	September 12, 2023
Relocation Assistance	Tenant Relocation Assistance for Renovation Eviction	July 1, 2023*
	Heightened Relocation Assistance	July 30, 2024
	Mom & Pop Owner Move-In Exemption	March 11, 2025
Anti-Retaliation & Anti-Harassment	Anti-Retaliation Provisions	July 30, 2024
	Tenants Bill of Rights	March 11, 2025
Housing Enforcement Unit	Intake & Housing Referrals	July 1, 2024
	Habitability Inspections	July 1, 2024
	Social Services Coordination	July 1, 2024
	Legal Mediation Services	July 1, 2024
	Legal Assistance Grants	July 1, 2024
Rent Cap	Rent Cap Outreach Results Presented	October 15, 2024
*Program ended August 30, 2024		

This report summarizes existing tenant protection strategies in eight jurisdictions previously identified by Council including: Bell Gardens, Beverly Hills, Claremont, Culver City, Glendale, Long Beach, Pasadena, and County of Los Angeles. Staff included additional jurisdictions for information on data collection and a “soft rent cap” option.

DISCUSSION

HEU Development and Programming

The HEU was established by Council during Fiscal Year 2024-25 as a tenant protection strategy to investigate housing complaints, initiate administrative and civil enforcement on behalf of the City to enforce the City’s TPO, direct complainants, and provide information and resources such as low-income legal services grants and City-sponsored legal mediation. Since inception, the HEU has processed more than 190 cases, providing enforcement, resources and assistance to the City’s landlords and tenants (Attachment 3). The HEU, in collaboration with the Housing Rights Center (HRC), hosted four Housing Clincs in May and June of 2025 to address wide-range housing concerns beyond the City’s TPO. Additionally, the HEU, in collaboration with Home Again Los Angeles (HALA), offers low-income legal services grants to eligible tenants and landlords. Via the City Attorney’s Office (CAO), the HEU also offers free half-day legal mediation services for eligible cases with a priority on keeping Burbank residents housed. Finally, the HEU continues to direct non-legal housing complaints to the LTC to work with landlords and tenants to resolve disputes. This information is provided for context as Council considers future action.

Research on Other Local Tenant Protection Strategies

At Council's request, staff has conducted additional research of tenant protection policies implemented across eight different jurisdictions that Council identified related to:

1) Relocation assistance payments for certain qualified tenants;
2) Ending renovation evictions;
3) Extension of "Just Cause" protections to all rental types;
4) Rental registry to collect rental unit data (Data Program); and
5) Information on local rent cap including a "soft rent cap" option.

1) Relocation Assistance Payments for Certain Qualified Tenants

The City of Burbank requires landlords to provide relocation assistance equal to three times a tenant's monthly rent for certain no-fault just cause evictions — exceeding the state-mandated one-month relocation assistance payment. A higher payment is not required when the eviction is due to an owner or owner's relative move-in. In addition to mandating a higher relocation assistance payment for no-fault evictions, some jurisdictions require landlords to pay increased relocation assistance for qualified tenants including seniors, disabled, and minors (Attachment 4). In summary, five of the eight jurisdictions (Bell Gardens, Beverly Hills, Glendale, Pasadena, and County of Los Angeles) have some form of higher relocation assistance for certain households including: low-income, those with a disabled family member, elderly (62 and 70 years or older mentioned), those with children under the age of 18, and long-term tenants (five or more years).

2) Ending Renovation Evictions

Four of the eight jurisdictions surveyed (Bell Gardens, Beverly Hills, Culver City and County of Los Angeles) eliminated evictions due to substantial remodeling (Attachment 5). A landlord can no longer use a substantial remodel as a basis for a no-fault eviction in these four jurisdictions. Pasadena includes heightened protection for evictions due to substantial remodel by allowing tenants first right to reoccupy the unit at the same rent upon completion of repairs and the right of first refusal to any vacant rental unit owned by the landlord at the same or lower rent.

3) Extension of "Just Cause" Protections to All Rental Types

Under AB 1482, a landlord must provide tenants with a written "Just Cause" notice clearly stating specific reasons for an eviction prior to terminating a tenancy for certain rental properties. Jurisdictions may adopt "just cause" provisions that are "more protective" than those in AB 1482. Three of the eight jurisdictions (Bell Gardens, Culver City and Pasadena) have implemented regulations extending "just cause" provisions to all rental units (Attachment 6). The "just cause" provisions implemented by Culver City and Bell Gardens include all dwelling units covered under California Civil Code § 1940(c), defined as "a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or

more persons who maintain a common household." Pasadena's just cause provision applies to rental units exempt from rent control pursuant to the Costa Hawkins Rental Housing Act (California Civil Code § 1954.52. et seq.), units governed by inclusionary housing and density bonus, waivers and incentives requirements, and units leased to tenants assisted under the Section 8 program or the continuum of care rental assistance. However, rental units owned/operated/managed by government or a not-for-profit organization pursuant to a tax credit program, units where the tenant shares a bathroom or kitchen with the homeowner, as well as single-family homes with a temporary tenancy of no longer than twelve (12) months are exempt.

4) Data Program

None of the eight jurisdictions surveyed implemented a rental registry in the absence of a local rent cap. In every case, the creation of a rental registry occurred alongside the implementation of a local rent cap. However, staff's research identified four California jurisdictions that have established a rental registry in the absence of a local rent cap to gather information on rental units such as rental rates, increases, and vacancy rates. (Attachment 7). El Cerrito and Marin County established rental registry programs to collect rental data to gain better insight into rental housing trends in their jurisdictions. Marin County requires property owners with three dwelling units or more to participate. Palo Alto adopted a rent registry program which applies to all properties with three or more units. Finally, San Leandro has adopted a rent registry Ordinance that goes into effect January of 2026.

5) Rent Cap – Soft Rent Cap & Hard Rent Cap

The City of Burbank follows the state mandated rent cap as provided under AB1482, (5% plus the CPI, or 10%, whichever is lower). The current annual rent cap in Burbank for the period of August 1, 2025, to July 31, 2026, is 8%. Several jurisdictions in California have adopted a local rent cap that is more restrictive than the state mandated rent cap (AB 1482). Five of the eight jurisdictions surveyed (Bell Gardens, Beverly Hills, Culver City, Pasadena and County of Los Angeles) have implemented a local "hard" rent cap (Attachment 8). Alternatively, Glendale has implemented a "soft" rent cap, which requires landlords to pay a relocation assistance fee if a tenant vacates a rental unit due to a legal rent increase of seven percent or more.

Similarly, Santa Cruz requires a relocation assistance payment for tenants who relocate due to a rent increase of more than five percent in one year or cumulatively more than seven percent in any two consecutive years. Finally, Alameda has enacted a similar policy for rental units not covered under Alameda's local rent cap as well as AB 1482, including all units built within the last 15 years and single-family homes/condos with a non-corporate owner built more than 15 years ago, where a landlord must pay a relocation assistance fee if a tenant vacates a rental unit due to a rent increase that exceeds the maximum state-mandated rent increase.

Landlord Tenant Commission Considerations

Building on the success of the HEU and implementation of the current TPO and related programs, Council has also expressed interest in reviewing the powers and duties of the LTC. Specifically, Council requested consideration of the following items.

1) Potential updates to the current role of LTC; and
2) Potential renaming of the LTC to Housing Provider-Tenant Commission.

For reference, both Burbank Municipal Code and State law use the phrase "owner of the residential real property" to identify property owners. State law also includes the term "landlord" to reference property owners.

The name and purpose of the Landlord Tenant Commission may be informed by the direction Council provides on the five tenant protection strategies above. For this reason, staff recommends deferring discussion on the name of the Commission to a later date.

ENVIRONMENTAL REVIEW

This report analyzes regulations and strategies on rent cap and tenant protections across different jurisdictions in the state and is statutorily exempt from review under the California Environmental Quality Act (CEQA) because it is a feasibility or planning study for possible future actions that have not yet been adopted or approved (CEQA Guidelines, §15262). Additionally, this report is not subject to CEQA under State CEQA Guidelines §15060(c)(2), in that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the CEQA under State CEQA Guidelines §15061(b)(3), in that it can be seen with certainty there is no possibility the activity will have a significant effect on the environment.

FISCAL IMPACT

There is no fiscal impact associated with this report, however, any new strategies adopted by Council will likely have a significant fiscal impact to the City. Depending on the policy direction from the Council, the cost to implement and operate additional tenant protection regulations may significantly impact the City's general fund and may range from hundreds of thousands of dollars to upwards of $6 million. For example, City of Pasadena's newly created Rent Stabilization Department has an estimated annual operating cost of about $5.9 Million. Furthermore, implementing any of the proposed programs and regulations in this staff report will impact multiple City departments at varying degrees in order to implement, track, and enforce, thereby leading to a variety of indirect costs. Finally, it is critical to note that the City is projecting a future deficit of approximately $3 million to $4 million for Fiscal Year 2026-27. Should Council choose not to move forward at this time and continue with its current efforts, there would be no additional impact to the City's general fund. Staff will include relevant estimates in a subsequent report following Council's specific direction.

CONCLUSION

Staff is seeking direction from Council on potential updates to the City's TPO or other programs. Should Council provide direction to update the City's TPO, additional time may be necessary to further research the specific tenant protection regulations/strategies identified, including developing cost estimates.

The City Council has taken significant steps to strengthen tenant protections locally. Burbank's TPO requires increased relocation assistance for all no-fault evictions and includes anti-retaliation and anti-harassment measures, while the HEU offers a myriad of services to tenants and landlords. At Council's direction, this report provides a summary of our local progress along with an overview of tenant protection and rent stabilization regulations implemented across different jurisdictions in the region. Council may consider the addition of further tenant protections or changes to the existing HEU and TPO.

ATTACHMENTS

Attachment 1 – October 15, 2024, Community Outreach Results Regarding a Potential Rent Cap Staff Report and Attachments
Attachment 2 – Current TPO
Attachment 3 – HEU & LTC Cases
Attachment 4 – Expanding Relocation Assistance Payments for Qualified Tenants
Attachment 5 – Ending Renovation Evictions
Attachment 6 – Extend "Just Cause" Protections to All Rental Types
Attachment 7 – Data Program
Attachment 8 – Local Rent Cap including a "Soft Rent Cap" Option

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: October 15, 2024

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: Simone McFarland, Assistant Community Development Director
Jonathan Jones, Communications Manager, Public Information Office

SUBJECT: Review of Community Outreach Results Regarding a Potential Rent Cap

RECOMMENDATION

Provide direction, if any, to staff on possible future action or additional efforts regarding a potential rent cap in the City of Burbank.

BACKGROUND

At the April 23, 2024 meeting, City Council (Council) directed staff to conduct outreach soliciting feedback for a potential local rent cap for the City of Burbank that is more restrictive than the State rent cap.

Two Discussion Papers regarding public outreach for a potential local rent cap were presented at the May 21, 2024 and June 4, 2024 Council meetings as part of the City's annual budget process. As a result, Council approved a funding allocation as part of the Fiscal Year (FY) 2024-25 budget to conduct public outreach. On June 25, 2024, Council approved sole source agreements with Pivotal Strategies and Fairbank, Maslin, Maullin, Metz & Associates (FM3) to solicit community feedback regarding implementing a potential local rent cap, more restrictive than the current state cap. Council directed staff to bring back a report summarizing the feedback and outcome of the outreach within 90 days.

DISCUSSION

Per Council direction, staff conducted the community outreach efforts including the development of a plan, between July 1, 2024 and September 30, 2024. Specifically, Pivotal Strategies held five interactive community meetings, of which three meetings were held in person and two conducted in virtual settings. Meetings were held at various locations, at different times of the day, and on various days of the week. Spanish and Armenian translation was available at all meetings. At each meeting, staff presented an overview of Council's current tenant protections and existing state regulations followed

by a question-and-answer period. Attendees were also able to visit stations around the room and place stickers on boards showing where they believed a local rent cap,[1] if any, should be set. Attendees were also asked to complete a questionnaire and provide any additional comments they felt were pertinent to the issue. For those who could not attend an in-person or Zoom meeting, or preferred not to, the same questionnaire and presentation were made available on the project website: www.BurbankRentCapStudy.com. Recordings of the two virtual meetings in their entirety were also made available for public viewing via the website. More than 480 people attended the virtual and in person meetings, including some who attended multiple meetings. More than 1,018 completed questionnaires, some of which originated from the same internet protocol (IP) address (one computer).

In addition to the community outreach meetings, a statistically relevant 15-minute survey evaluating the community's impressions about a citywide rent cap was conducted by FM3. FM3 randomly contacted community members to participate through emails, text messages, and phone calls (in English, Spanish, and Armenian). The survey included 371 renters, 367 Homeowners, and 123 resident landlords. Questions for the survey were developed with Council's input and data solicited that aimed toward a future decision on how to move forward with or without implementing a citywide rent cap.

Attached are the FM3 Survey Conclusions (Attachment 1) and a Summary of Pivotal Strategies Feedback Outreach Feedback and Questionnaires (Attachment 2). Presentations will be provided during the City Council meeting on October 15, 2024. The full presentations (with additional slides from FM3) along with an appendix showing submitted comments will be available on the website (BurbankRentCapStudy.com) on October 16, 2024. In Pivotal's Summary, the feedback provided during the in person meetings was incorporated into the feedback provided during remote meetings to form one presentation.

Studies and Data Needs

Overall, there were a variety of opinions, concerns and thoughts expressed at the meetings. As the last outreach meeting was held on September 30, 2024, the consultant teams are still distilling the data and will provide a detailed presentation of the results at the October 15, 2024 Council meeting. Throughout the five outreach meetings, participants who identified as either tenants or landlords repeatedly asked for studies and data that may be beneficial to the Council when considering the next steps on a potential local rent cap for the City. Specifically, participants requested more data on the following areas and how each would be impacted by a local rent control program:

<u>Impacts to the City:</u>

1) What city programs would have to be cut to fund this program?
2) What is the impact of rent control on community stability (enabling both landlords and tenants to stay in the area)?
3) What is the overall effect on local rents? Stabilize, increase, or decrease rents?

[1] For the two Zoom sessions, this option was not available. Instead, the facilitators walked the participants through the online outreach portal while they indicated their responses.

Impacts to Renters:

1) What are the rent burdened statistics for the City? Is there data that shows the number of people who cannot afford their current rent and whether their rent is at- above- or below-market?
2) Studies on residents who have been displaced from high rent increases.

Impacts to Landlords or Property Owners:

1) Studies on inflation and the specific inflationary costs of owning and maintaining property.
2) Provide a clear and expanded explanation of Fair Rate of Return ("*What if I can't raise my rent to cover my costs?"*). How does this impact future investment into or maintenance of housing, and future ownership/sales?
3) How does a rent cap affect the value of local property?
4) Is the consumer price index or the overall rate of inflation a good indicator of the rate of cost increases to the landlord?

Impacts on the Housing Stock:

1) What is the effect on existing housing stock and supply (housing inventory), including quality and quantity?
2) What is the status of our current housing stock – average age, improvements, etc.?
3) What are the intended and unintended consequences experienced in other cities?
4) Consideration of fiscal impacts on businesses and property values. Have values of properties in rent controlled cities decreased?

Glendale Model

Council requested additional information on the Glendale Rental Rights Program, including specifics on their rent increase relocation assistance policy. Attached is Glendale's Rental Rights Brochure outlining their tenant protections (Attachment 3) and Just Cause and Retaliatory Evictions Code, Chapter 9.30 that contains their tenant protection programs. (Attachment 4).

Should Council decide to adopt a similar rent cap model for Burbank, staff recommends that the Council does not include the ability to bank or defer rent increases (§9.30.025 D, §9.30.025F, §9.30.033B and §9.30.035J) as Glendale staff has indicated that these provisions can be expensive to administer and challenging to enforce.

Additionally, should Council proceed with this option, an assessment of required staffing and estimated expenses and revenues would need to be completed, along with a future code amendment for Council approval.

Next Steps

Council directed staff to present the information from the rent cap outreach and statistical survey within 90 days. Based on the information gathered, there may be a need for additional data collection and/or studies.

Separately, the City Council has requested the following additional information to possibly augment the adopted Tenant Protection Ordinance:

1) A “Tenant’s Bill of Rights” modeled after Culver City’s Anti-Harassment provisions;
2) A narrow “Mom and Pop” exemption excluding corporate or limited liability owners;
3) Explore an extension of “Just Cause” protections to all rental types;
4) End renovation evictions by requiring a right to return at the same rental rate; and
5) Explore additional relocation payments for certain qualified tenants (such as elderly and disabled residents).

Concurrently, staff is in the process of recruiting for five new positions that were approved in the FY 2024-25 budget for the new Housing Enforcement Unit. A separate update on the status of that process was included on the Consent Calendar for the October 15, 2024 Council meeting.

COMMUNITY OUTREACH

Pivotal Strategies conducted a robust outreach program to inform the public about the community meetings and the opportunity to complete the questionnaire. An outline of their efforts as per the scope of work in their agreement with the City is included (Attachment 5). FM2 conducted a statistically significant survey that suggests attitudes and feelings towards a local rent control program.

ENVIRONMENTAL REVIEW

This activity involves organizational and administrative activities of the government related to community outreach, and such efforts have no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. As such, this action is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs §15378.

FISCAL IMPACT

There is no fiscal impact with the receiving of this report.

CONCLUSION

As per Council’s direction, staff worked with two consultant agencies to conduct a robust yet expedited community outreach program to solicit community sentiment regarding a potential local rent cap. This report summarizes the results of outreach and a survey City Council requested to solicit information on community sentiment around a potential local rent cap, which would be more restrictive than the State’s current rent cap. Both the participant questions during outreach meetings as well as data in survey responses suggest it may be prudent to solicit additional studies and data before considering a more restrictive, local rent cap and enforcement program.

Staff will also continue to undertake the five Council directives related to further tenant protections and will return with recommendations and information on these items at future Council meeting(s) unless otherwise directed.

ATTACHMENTS

Attachment 1 – FM3 Survey Conclusions
Attachment 2 – Summary of Pivotal Strategies Outreach Feedback and Questionnaires
Attachment 3 – Glendale’s Rental Rights Brochure

Attachment 4 – Just Cause and Retaliatory Evictions Code, Chapter 9.30
Attachment 5 – Outreach Efforts

Attachment 1
FM3 Survey Conclusions

Most residents support the State rent cap percentages, including 78% of renters, 67% of homeowners, and 63% of resident landlords.

Nearly eight in 10 renters and majorities of homeowners (61%) and resident landlords (54%) support allowing cities to enact additional rent cap policies that do not exceed the state cap.

Nearly half of renters say the state rent cap law is having a positive impact on their personally; homeowners largely say it has made no difference for them.

Most renters believe the state rent cap percentage is too high (76%). Further, close to or more than six in 10 homeowners (57%) and landlords (66%) either think it is too low or about right.

Renters offer strong support for a rent cap at the rate of inflation (75%), but support wanes among homeowners (45%) and landlords (37%).

Support is lower for a rent cap at 75% the rate of inflation (51%). While two-thirds of renters still support it, just 3 in 10 homeowners and landlords do so.

Overall, support is more modest for the Glendale model policy (41%)—potentially reflecting the complexity of the proposal.

While majorities of resident landlords support the state rent cap and other current state related laws, nearly half say the state rent cap law is having a negative impact on them as a landlord.

Resident landlords anticipate consequences should the City of Burbank enact a lower cap, including half or more saying they would invest less in their properties, or make fewer upgrades and improvements, take their rentals off the market (to live there or for family).

High percentages of renters support the monthly administrative fee paid by landlords; however, majorities of homeowner and resident landlords oppose it.

Notable findings related to the renter experience:

Nearly half of Burbank renters have lived at their current address for four or less years.

Half of renters who moved from one rental in Burbank to another in the last 10 years did so at least in part because of a rent increase.

Three out of four renters living at their residence long enough for a renewal have received a rent increase in the last year.

Most of these rent increases were under 10 percent. However, 27 percent said their rent increase surpassed this percentage.

Notable findings related to the resident landlord experience:

Seven in 10 resident landlords say that the cost to maintain their rental properties has increased in the last 12 months.

Seven in 10 resident landlords have had tenants who did not pay their full rent at some point in the last 12 months.

Four in 10 resident landlords raised the rent on at least some of their continuing tenants in the last 12 months. However, more than half did not raise their continuing tenants' rent.

Of resident landlords who raised the rent, most did so by less than 10 percent. However, two in 10 gave rent increases of 10 percent or greater.

Attachment 2
Summary of Pivotal Strategies Outreach Feedback and Questionnaires

- Proposed Tenant Protection Measures: Many respondents support a rent cap tied to 60% of CPI with a 3% max increase, self-funded rental registry, closing loopholes like "renoviction," universal just cause, and stronger anti-harassment protections.
- Public Sentiment on Affordability: Tenants express concerns about being priced out of Burbank due to rising rents. A cap is seen as necessary to provide stability and prevent displacement.
- Rent Increases Outpacing Wages: Many renters indicate their wages are increasing by around 3% annually, while rent increases often exceed this, making it unsustainable for them to live in Burbank.
- Suggestions for Alternative Solutions: Some tenants propose alternative solutions such as expanding Section 8 housing vouchers, increasing the availability of low-income housing instead of strict rent caps, and considering an income-based.
- Impact of Rent Cap on Tenant/Community Stability: Tenants argue that a rent cap would help them avoid large, unpredictable rent hikes, allowing them to remain in their homes and participate in the community.
- **Protections for Landlords:** Landlords note they face criticism for rental rate increases but have little recourse or other protections offered by the state or the City such as compensation from tenants who damage their property, being able to renovate their units, or terminating leases with just cause.
- **Rising Cost of Ownership:** Landlords argue that rent caps do not provide them with enough protection, especially in covering rising costs for insurance, property taxes, and repairs. They fear it will limit their ability to maintain their properties, respond to tenants' repair requests, and jeopardize their retirements.
- **Economic Impact on Housing Supply:** Landlords and developers believe that stricter rent controls will reduce the incentive to build or maintain rental properties, leading to a long-term decrease in housing supply.
- **Opposition to Further Rent Control:** Some landlords believe that AB1482, the existing state rent control law, is sufficient and that further restrictions would lead to decreased property maintenance and require rent to increase the maximum allowed every year.
- **Impact on Small Landlords:** Small "mom and pop" landlords argue that additional rent regulations will make it difficult for them to compete or remain profitable. They fear being driven out by larger corporate entities if stricter controls are imposed.

Attachment 3

State Rent Increase Limit

Starting in 2020, AB 1482 took effect in California. This new legislation provides statewide tenant protections including limits on rent increases.

Rent increases are capped at 5% plus percentage change in CPI (Consumer Price Index) for the region your property is located.

EFFECTIVE AUGUST 2024, RENT INCREASES IN GLENDALE CANNOT EXCEED 8.9%.

Some exemptions may apply.

Թարգմանությունները ստորն:
Traducciones a continuación:
Mga pagsasalin sa ibaba
아래 번역:

Scan or visit GlendaleCA.gov/Rent for more information and translations.

City of Glendale

RENTAL RIGHTS PROGRAM



(818) 548-3926
GlendaleCA.gov/Rent

ATTACHMENT 1-9

Rental Rights Program

General Overview

The Rental Rights Program, designed to protect Glendale residents from displacement and ensure housing stability, was established on March 14, 2019.

Recently, the Rental Rights Program has undergone enhancements adopted by the Glendale City Council on February 6, 2024.

This brochure offers a **brief** overview of the Rental Rights Program. For further details, please don't hesitate to reach out to us.

(818) 548-3926
Rent@GlendaleCA.gov

Exemptions For Rental Rights Program

The following types of properties are exempt from all **Rental Rights Program** rules:

- Single Family Homes
- Condos or Townhomes
- Duplexes

Check each section for additional exemptions.

RIGHT TO LEASE

Parcels with 4 or fewer dwelling units are exempt.

Landlords must offer a minimum 1-year lease to prospective tenants or current tenants facing rent increases.

Tenants can accept or decline the lease offer. If accepted, they enter a 1-year lease term.

Landlords must offer lease renewal 60 days before the current lease ends. Tenants have 30 days to accept.

If rejected, landlords and tenants can opt for a month-to-month or other lease type.



NEW! INTENTIONAL DISREPAIR

The Rental Rights Program prohibits landlords from allowing rental units to fall into disrepair.

If a unit becomes uninhabitable due to neglect, landlords must provide temporary relocation benefits, including lodging, meals, and other accommodations.

Landlords cover costs, and tenants must keep paying rent. If conditions persist, tenants can terminate the lease.

RELOCATION
FOR RENT INCREASES

Units constructed after 1995 are exempt.

Relocation assistance is offered when a rent increase is over **7% within a 12 month period.**

Tenant must request relocation within **14 days** of service of Notice of Rent Increase, or within **30 days** if lease term is subject to Right to Lease.

RELOCATION CALCULATION:
Properties with 3 or More units

3 x Proposed Rent

Relocation fee is doubled for Qualified Tenants.

NEW! RENT REDUCTION
FOR SERVICE REDUCTION

Rent reduction provisions apply to decreases in housing services.

If a tenant experiences such a reduction, in amenities **(e.g., laundry facilities, parking availability, etc.),** they may be entitled to a rent decrease.

Tenants must notify the landlord in writing of the service reduction.

The decrease amount depends on the extent and duration of the service reduction.

ATTACHMENT 1-10



JUST CAUSE EVICTION

Establishes 12 legal reasons for eviction.

Allowable Grounds for Eviction:

"At Fault" reasons include:

- Failure to pay rent
- Breach of lease agreement
- Tenant is causing continued nuisance
- Unit used for any illegal purpose
- Unapproved subtenant
- Failure to give Landlord access to unit
- Violation of Smoking Ordinance

"No Fault" reasons include:

- Major renovation to unit
- Owner/Family move-In
- Permanent withdrawal from rental market
- Complying with Government order
- Government agency contractual obligations

In the instance of no fault evictions, the landlord must provide each tenant with relocation assistance equal to:

3 x RENT or FMR* + $2000

Relocation fee is doubled for Qualified Tenants.

*For more info and current Fair Market Rent (FMR) visit, GlendaleCA.gov/Rent.

CHAPTER 9.30
JUST CAUSE AND RETALIATORY EVICTIONS

§ 9.30.010. Legislative purpose.

Council acknowledges the growing demand for rental housing in Glendale, a testament to the city's appeal and vibrant community. However, with this popularity comes challenges: a limited number of available rentals, some of which do not meet the desired living standards. In addition, rents in Glendale, and in many parts of Los Angeles County, continue to rise as market pressures, such as increasing real estate costs, lead to a decrease of the affordability and stability of the housing stock. As a result, it is increasingly difficult for tenants to find adequate, safe, and habitable housing at reasonable or affordable rents. As a city committed to progress, it is imperative to address these challenges to maintain our reputation as a thriving community.

Council aims to balance the rental experience by fostering positive landlord-tenant relationships. Every individual, particularly our most vulnerable population including senior citizens and those with low or fixed incomes, deserves a secure, comfortable home without any apprehension.

Recognizing the growing housing shortage and heightened demand coupled with inflation, Council emphasizes stability and aims to minimize disruptions for tenants amidst an increasingly competitive housing market. Offering relocation benefits for significant rent increases intends to support individuals who might struggle with sudden housing cost changes, ensuring continued stability.

It is imperative for landlords to prioritize the care and maintenance of residential units, meeting minimum housing standards. This is especially crucial for community members with limited resources, who are more vulnerable to housing challenges and fear retaliation, making them more likely to accept substandard conditions.

By enacting this chapter, the city council is taking initiative to ensure that the city of Glendale remains a robust community focused on safeguarding the health, safety, and welfare of Glendale's residents while providing landlords an ability to receive a fair and reasonable return with respect to the operation of their property. Encouraging property owners to uphold high-quality living spaces while discouraging retaliatory actions against tenants remains paramount. Upholding minimum housing standards fosters a community where everyone, irrespective of resources, feels secure and valued in their homes.

This initiative reaffirms the city council's commitment to ensuring a safe, habitable, and stable housing environment for all residents. The city council's aim is to cultivate a thriving community where every individual feels valued, secure, and empowered to lead fulfilling lives. This chapter shall be called the rental rights program.
(Ord. 5326, 2002; Ord. 5922 § 1, 2019; Ord. 6019, 2/6/2024)

§ 9.30.020. Definitions.

Unless the context otherwise requires, the terms defined in this chapter shall have the following meanings and govern the construction of this chapter:

"Base rent" means the rental amount, including any amount paid to the landlord for parking,

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storage, utilities, water, garbage or any other fee or charge associated with a residential property required to be paid by the tenant to the landlord on September 18, 2018, plus any lawful rent increases that were authorized by Ordinance No. 5919, entitled "An Ordinance of the City Council of the City of Glendale, California, Establishing a Temporary Moratorium on Certain Residential Rent increases in the City of Glendale." A tenancy which began after September 18, 2018, base rent shall be the amount of the initial monthly rent charged for that rental unit, plus any rent increase authorized by Ordinance No. 5919. On or after October 1, 2023, base rent means, for any tenancy commencing after that date, the rental amount, including any amount paid to the landlord for reoccurring charges or other fees regardless of the frequency of payment for such items as parking and storage, excluding any usage charges, such as charges for the service or applicable part of the service that are calculated by multiplying the volume of units that the Tenant used or incurred in a period, such as charges for utilities.

"Eviction" means any action taken by the landlord to remove a tenant involuntarily from a rental unit and terminate the tenancy, whether pursuant to a notice to quit, or by judicial proceedings, or otherwise.

"Landlord" means any person, partnership, corporation, family trust or other business entity offering for rent or lease any residential property in this city. With respect to any tenancy, "landlord" shall also be deemed to mean any person, partnership, corporation, family trust, or other business entity that is a predecessor in interest or successor in interest to that tenancy, as applicable.

"Lease year" means the year during which the one-year lease is in effect.

"Non-relocation rent increase" means a rent increase of seven percent or less than the rent that was in place at any time during the 12-month period preceding the effective date of the rent increase.

"Qualified tenant" means:

1. Any tenant in the rental unit is a low-income tenant ("low-income tenant" means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5); and a member of tenant's household is:

    a. 70 years of age or older; or

    b. Disabled as defined in Title 42 United States Code Section 423 or handicapped as defined in Section 50072 of the California Health and Safety Code; or

    c. The primary residence of a school-aged (grades Pre-K through 12) child enrolled in a school located in the public school district to which the rental unit is assigned, and the notice of termination requires that the rental unit be vacated during the current school term.

2. Any tenant in the rental unit is a very low-income tenant ("very low-income tenant" means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).

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"Rent" means a fixed periodic compensation paid by a tenant at fixed intervals to a landlord for the possession and use of residential property, including any amount paid to the landlord for parking, storage, or any other fee or charge associated with the tenancy. "Rent" excludes costs associated with a ratio utility billing system which allocates the property's actual utility bill to the tenant based on an occupant factor, square footage factor or any other similar factors.

"Rental complex" means one or more buildings used in whole or in part for residential purposes, located on a single lot, contiguous lots, or lots separated only by a street or alley.

"Rental unit" means a dwelling unit available for rent in the city of Glendale together with the land and appurtenant buildings thereto and all housing services, privileges and facilities provided in connection with the use or occupancy thereof, which unit is located in the structure or complex containing a multiple dwelling, boarding house or lodging house. Rental unit shall include units that do not have the required certificate of occupancy, even when they do not meet the legal definition of a dwelling unit under the Glendale Municipal Code. The term "rental unit" shall not include the following:

1. Rooms or accommodations in hotels (as defined in Section 4.32.020);
2. Boarding houses or lodging houses which are rented to transient guests for a period of less than 30 consecutive days;
3. Housing accommodations in a hospital, convent, monastery, church, religious facility, extended care facility, asylum, nonprofit home for the aged;
4. Dormitories owned and operated by an institution of higher education, or a high school or elementary school;
5. Rental units located on a parcel containing two or fewer dwelling units;
6. Rental units within a common interest development, except when the rental unit's landlord owns 50% or more of the units in the common interest development;
7. Rental units owned or operated by any government agency;
8. Rental units that require intake, case management or counseling as part of the occupation, and an occupancy agreement; or rental units subject to a covenant or agreement, such as a density bonus housing agreement, inclusionary housing agreement or an affordable housing agreement, with a government agency, including the city, the housing authority, the state of California, or the federal government, restricting the rental rate that may be charged for that unit.

"Rent increase" means any upward adjustment of the rent.

"Tenant" means a person entitled by a written or oral agreement to occupy a rental unit to the exclusion of others, and actually occupy said rental unit.
(Ord. 5326, 2002; Ord. 5340 § 1, 2003; Ord. 5910 § 1, 2018; Ord. 5922 § 2, 2019; Ord. 6019, 2/6/2024)

§ 9.30.022. Major rehab retroactive date.

Requirements relating to Section 9.30.030(G) and all other provisions relating to substantial

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remodel, shall apply retroactively to October 1, 2023.
(Ord. 5922 § 3, 2019; Ord. 6019, 2/6/2024)

§ 9.30.025. Requirement of offering one-year written leases.

A. Offer.

1. A landlord shall offer in writing a lease with a minimum term of one year to:

a. Any prospective tenant.

b. Any current tenant at the first time the landlord serves a notice of rent increase following the effective date of the ordinance enacting this chapter, unless the landlord has notified the tenant that the tenant is in default under the month-to-month tenancy and offering a lease to the tenant may waive any claims the landlord has regarding the default.

2. Such offer must be made in writing and must include the monthly rate of rent to be charged for occupancy for the duration of the lease. Signing of a lease which has a minimum term of one year shall be considered an offer in writing.

B. Acceptance. If the tenant or prospective tenant accepts the offer of a written lease which has a minimum term of one year, this acceptance must be in writing. Signing a lease which has a minimum term of one year will be considered an acceptance.

C. Rejection. If the tenant rejects the offer of a written lease or does not accept the landlord's offer within 14 days of service of the written offer, then the offer of the written lease shall be deemed rejected. If the tenant or prospective tenant rejects the offer for a written lease which has a minimum term of one year, then the landlord and tenant or prospective tenant may enter into an agreement, oral or written, that provides for a rental term of less than one year.

D. Relocation Eligibility. If a lease offer includes a rent increase that exceeds a non-relocation rent increase (subject to banking of deferred rent increases set forth in Section 9.30.033(B)), the tenant may elect to vacate the rental unit and exercise relocation assistance pursuant to Sections 9.30.033 and 9.30.035(B). The landlord's written lease offer must provide notice of tenant's potential eligibility for relocation benefits.

E. Rent. If the landlord and tenant enter into a written lease which has a minimum term of one year, such lease must set forth the amount of the rent, which may not be modified during the lease year.

F. Renewal of Lease. Not later than 60 days prior to the expiration of the lease and every lease year thereafter that a written lease is in effect pursuant to this section, the landlord shall notify those tenants identified in the lease of such expiration and offer in good faith in writing to the tenants a written lease or lease renewal with a minimum term of one year, provided there is no just cause for eviction pursuant to Section 9.30.030 of this chapter. Such offer must be made in writing and must include the proposed monthly rate of rent for occupancy of the rental unit, which may not be modified during the lease year.

If the lease renewal offer includes a rent increase that exceeds a non-relocation rent increase

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(subject to banking of deferred rent increases set forth in Section 9.30.033(B)), the tenant may elect to vacate the rental unit at the end of the term of the existing lease year and exercise relocation assistance pursuant to Sections 9.30.033 and 9.30.035(B). The landlord's renewal offer must provide notice of tenant's potential eligibility for relocation benefits.

Within 30 days of receipt of such written offer, the tenant shall either notify the landlord in writing of his or her acceptance of the offer of a written lease, as set forth herein or reject the offer.

Notwithstanding the notification provision of Section 9.30.033(B), the tenant in receipt of a written lease offer shall have up to 30 days after receipt of the written renewal offer to notify the landlord of his or her intent to vacate the rental unit at the end of the lease year and exercise relocation rights pursuant to Sections 9.30.033 and 9.30.035(B). Failure to accept the offer in writing shall be deemed a rejection. If the tenant rejects the offer of a written lease which has a minimum term of one year, the landlord and tenant may then enter into an agreement, oral or written, that provides for a rental term of less than one year. Failure to offer such a renewal of the lease shall render future rent increases null and void, until a landlord presents a new offer of a written lease with a minimum term of one year, provided that the rental rate(s) set forth in such lease offer shall not increase for a period of 90 days after the effective date of the lease.

G. Future Offers. As of the effective date of the ordinance enacting this section, the requirement to offer a future written lease renewal shall be in effect for one full year after the anniversary of the rent increase date. After such time, any time a tenant rejects an offer of a written lease or written lease renewal with a minimum term of one year, the landlord shall not be required to subsequently offer a one year lease, unless and until the Tenant requests a lease offer, in which case, the parties may negotiate the terms of a new lease, which shall be substantially similar to the terms of month-to-month offer.

H. Good Faith. This chapter requires the exercise of good faith, which shall mean honestly and without fraud, collusion or deceit. It shall further mean that the written lease is not being utilized as a method of circumventing any of the provisions of this chapter. An example of good faith is when the landlord offers in writing a lease which has a minimum term of one year, that lease is substantially similar to the written rental agreement for a period of less than one year.

I. Applicability. This section shall not apply to:

1. A rental unit occupied by a tenant who subleases that unit to another tenant for less than one year; or

2. A rental unit where tenancy is an express condition of, or consideration for, employment under a written rental agreement or contract or a unit leased to a corporation; or

3. Rental units in a rental complex of four units or less on a parcel.

(Ord. 5922 § 4, 2019; Ord. 6019, 2/6/2024)

§ 9.30.030. Evictions.

Notwithstanding California Civil Code Section 1946, a landlord may bring an action to recover

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possession of a rental unit as defined herein only upon one of the following grounds:

A. The tenant has failed to pay the rent to which the landlord is entitled.

B. The tenant has violated a lawful obligation or covenant of the tenancy and has failed to cure such violation after having received written notice thereof from the landlord, other than a violation based on:

1. The obligation to surrender possession upon proper notice; or

2. The obligation to limit occupancy when the additional tenant who joins the occupants is a dependent child who joins the existing tenancy of a tenant of record or the sole additional adult tenant. The landlord has the right to approve or disapprove the prospective additional tenant, who is not a minor dependent child, provided that the approval is not unreasonably withheld.

C. The tenant is permitting to exist a nuisance in, or is causing damage to, the rental unit, or the appurtenances thereof, or to the common areas of the rental complex, or creating an unreasonable interference with the comfort, safety or enjoyment of any other residents of the rental complex within a 1,000-foot radius extended from the boundary line of the rental complex.

The term "nuisance," as used herein, includes, but is not limited to, any gang-related crime, any documented activity commonly associated with illegal drug dealing, including complaints of noise, steady traffic day and night to a particular unit, barricaded units, sighting of weapons, drug loitering as defined in California Health and Safety Code Section 11532, or other drug related circumstances brought to the attention of the landlord by other tenants, persons within the community, law enforcement agencies or prosecutorial agencies. For purposes of this subsection, gang-related crime is any crime in which the perpetrator is a known member of a gang, or any crime motivated by gang membership in which the victim or intended victim of the crime is a known member of a gang.

The term "nuisance," as used herein, includes anything which is injurious to health, is an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, unlawfully obstructs the free passage or use, in the customary manner of any common area or otherwise, or creates such a continuous and serious nuisance, in terms of noise or aggressive behavior or similar activity, that the neighboring tenants are seriously affected, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

D. The tenant is using, or permitting a rental unit, the common areas of the rental unit or rental complex containing the rental unit, or an area within a 1,000-foot radius from the boundary line of the rental complex, to be used for any illegal purpose.

The term "illegal purpose" as used herein, includes, but is not limited to violations of the provisions of Divisions 10 through 10.7 of the California Health and Safety Code.

E. A person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.

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F. The tenant has refused the landlord reasonable access to the unit for the purposes of making repairs or improvements, or for any reasonable purpose as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.

G. The landlord seeks in good faith to recover possession so as to:

1. Demolish the rental unit; or

2. Substantially remodel the building or buildings housing the rental unit or units, and:

a. Such work costs not less than the product of eight times the greater of the amount of the monthly rent or the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size in Los Angeles County times the number of rental units upon which such work is performed. For purposes of this section, the monthly rent shall be the average of the preceding 12-month period, and

b. The work necessitates the eviction of the tenant because such work will render the rentable unit uninhabitable for a period of not less than 45 calendar days, except that if the landlord seeks to recover possession for the purposes of converting the rental unit into a condominium, cooperative or community apartment, the landlord must comply with the notice requirements of Government Code Section 66427.1,

c. For purposes of this section, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 45 days. Cosmetic improvements alone, including flooring, countertops replacement, painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

H. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:

1. A resident manager, provided that no alternative vacant unit is available for occupancy by a resident manager; except that where a building has an existing resident manager, the landlord may only evict the existing resident manager in order to replace him or her with a new manager.

2. The landlord or the landlord's spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents provided the landlord is a natural person. However, a landlord may use this ground to recover possession for use and occupancy by the landlord, landlord's spouse, child, parent, in-laws or grandparents only once for that person in each rental complex of the landlord.

3. Tenants that require an occupancy agreement and intake, case management or

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counseling as part of the tenancy.

4. Residency Requirements for Replacement Occupant. The landlord must in good faith intend that the landlord, eligible relative, or a resident manager will occupy the rental unit within two months after the existing tenant vacates the rental unit, and that the landlord, eligible relative, or a resident manager will occupy the rental unit as a primary residence for a period of no less than one full year. Failure of the landlord, eligible relative, or a resident manager to occupy the rental unit within two months after the existing tenant vacates the unit, or failure of the landlord, eligible relative, or a resident manager to occupy the rental unit as a primary residence for a minimum period of one full year, may be evidence that the landlord acted in bad faith in recovering possession of a rental unit. It will not be evidence of bad faith if a landlord recovers possession of a rental unit for use and occupancy by a resident manager, and during the next year replaces the resident manager with a different resident manager. Except that, a landlord may not utilize this ground for evicting a qualified tenant, unless no other comparable unit is available.

5. Number of Units Applicable. A landlord may use this ground to recover possession for use and occupancy by the landlord, eligible relative, or a resident manager only once for that person in any rental complex of the landlord.

6. Enforcement. In addition to all other penalties authorized by law, the following penalties apply for violations of the provisions of this section:

   a. If a landlord acts in bad faith in recovering possession of a rental unit pursuant to this section, the landlord shall be liable to any tenant who was displaced from the property for three times the amount of actual damages, exemplary damages, equitable relief, and attorneys' fees.

   b. Nothing in this paragraph precludes a tenant from pursuing any other remedy available under the law.

I. The landlord seeks in good faith to recover possession in order to remove the rental unit permanently from rental housing use pursuant to state law.

J. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a government agency's order to vacate, or any other order that necessitates the vacating of the building, housing or rental unit as a result of a violation of this code or the Glendale building and safety code, or any other provision of law.

K. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a contractual agreement relating to the qualifications of tenancy with a governmental entity, where the tenant is no longer qualified.

L. The tenant has continued to smoke, as defined in Section 8.52.030 of this code, in any one or more of the following places, after the landlord's verbal or written warning to stop smoking:

1. In a rental unit that the landlord had designated as a non-smoking unit; or

2. In a common area, as defined in Section 8.52.030 of this code, where smoking is

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prohibited under Section 8.52.080 of this code.
(Ord. 5326, 2002; Ord. 5340 § 2, 2003; Ord. 5383, 2004; Ord. 5628 § 25, 2008; Ord. 6019, 2/6/2024)

§ 9.30.031. Required information on notice to quit or other written notice of termination.

Prior to or at the same time as the written notice of termination set forth in Civil Code Section 1946, or a three days' notice described in Code of Civil Procedure Sections 1161 and 1161(a), is served on the tenant of the rental unit:

A. The landlord shall serve on the tenant a written notice setting forth the reasons for the termination with specific facts to permit a determination of the date, place and circumstances concerning the reason. This notice shall be given in the manner prescribed by California Code of Civil Procedure Section 1162 and may be combined with a written notice of termination of tenancy or as a separate written notice. For purposes of Section 9.30.030(G), at the time that the landlord serves the notice to vacate, the landlord shall also serve the permit to demolish the unit or the permit for capital improvements, along with any construction estimates and schedule for performing the work.

B. The landlord shall serve on the tenant a written notice setting forth tenant's right to relocation assistance as described in subsection A of Section 9.30.035, where the termination of tenancy is based on the grounds set forth in subsection G, H, I or J of Section 9.30.030.
(Ord. 5326, 2002; Ord. 5340 § 5, 2003; Ord. 5383, 2004; Ord. 5922 § 5, 2019)

§ 9.30.033. Rent based termination.

A. Requirement. If a landlord issues a notice for a rent increase that will increase the rent by an amount that is greater than a non-relocation rent increase, then the tenant may elect to vacate the rental unit, and, in the case of such election, the landlord shall:

1. Pay the tenant relocation assistance in accordance with Section 9.30.035; and

2. At the tenant's request, the landlord shall waive the statutory requirement of tenant's notice to terminate the tenancy. Except as set forth in Section 9.30.025(F), the tenant shall exercise election of his or her right to vacate the rental unit and receive relocation assistance pursuant to this section and Section 9.30.035 within 14 days of service of the rent increase notice. Nothing herein shall prohibit the landlord from rescinding a rent increase that exceeds a non-relocation rent increase prior to the tenant's election to vacate and receive relocation assistance, or prohibit the parties from subsequently agreeing on a rent increase amount at or below a non-relocation rent increase.

B. Banking. Notwithstanding subsection A, to the extent the landlord has not increased rent up to the amount of the non-relocation rent increase, measured as a percentage and measured at the time of the most recent rent increase, a landlord shall have the ability to apply any deferred non-relocation rent increase to future rent increases; provided, however:

1. If the landlord increases the rent at any time in an amount that is greater than 15% than the rent that was in place at any time during the twelve-month period preceding the effective date of the noticed rent increase, then the tenant may elect to vacate the rental

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unit and receive relocation assistance and waived noticing rights pursuant to subsection A and Section 9.30.035;

2. The landlord shall not be permitted to accumulate more than an amount equal to the preceding three years of deferred non-relocation rent increases.

Banking of non-relocation rent increases as set forth in this subsection shall be calculated on a simple basis. For example, a deferred non-relocation rent increase from one year of three percent plus a deferred non-relocation rent increase from a subsequent year of three point five (3.5) percent is an allowable combined increase of six point five (6.5) percent, not six point six (6.6) percent. The maximum amount of banked or deferred non-relocation rent increases shall be 21%. Calculation of banking authorized pursuant to this subsection shall commence upon the first rent increase implemented by a landlord after the effective date of the ordinance enacting this chapter, and determined by calculating the amount of any deferred non-relocation rent increase, if any, at that time. By way of example and not limitation, if, after the effective date of the ordinance enacting this chapter, the landlord is permitted to increase the rent by five percent on April 1, 2019 to remain under the non-relocation rent increase amount, but only increases it by three percent, the landlord may apply that deferred non-relocation rent increase to a future rent increase, provided that if a future rent increase raises the rent greater than 15% more than the rent that was in place at any time during the twelve-month period preceding the effective date of the future rent increase, the tenant may elect to vacate the rental unit and receive relocation assistance in accordance with subsection A and Section 9.30.035.

The provisions of this section shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of landlord and tenant and their respective successors and assigns and all subsequent landlords and tenants respectively hereunder.

C. This section shall not apply, and a relocation fee shall not be required to be paid pursuant to Section 9.30.035, to any rental unit that received a certificate of occupancy after February 1, 1995.

(Ord. 5922 § 7, 2019; Ord. 6019, 2/6/2024)

§ 9.30.035. Required payment of relocation fee.

A. If the termination of tenancy is based on the grounds set forth in subsection G (and the unit is on a parcel of five or more units), H, I or J of Section 9.30.030, then the landlord shall pay a relocation fee in the amount of the product of three times the greater of the amount of the current rent or the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size of that being vacated in Los Angeles County during the year the unit is vacated, plus $2,000, which amount shall be reviewed periodically not to exceed three years by the city council and adjusted as necessary.

B. If the termination of tenancy is caused by the tenant's election to vacate the unit in accordance with Section 9.30.033 when the landlord has imposed a rent increase that exceeds a non-relocation rent increase, the landlord shall pay a relocation fee equal to the product of three

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times the amount of the rent after the rent increase set forth in the rent increase notice by the landlord, which multiplier shall be reviewed periodically not to exceed three years by the city council and adjusted as necessary.

C. The relocation fee shall be paid to the tenant or tenants as follows:

1. The entire relocation fee shall be paid to a tenant who is the only tenant in a rental unit; or

2. If a rental unit is occupied by two or more tenants, then each tenant of the unit shall be paid a pro rata share of the relocation fee;

3. In the event of a qualified tenant, all relocation values shall be doubled.

D. Landlord may deduct from the relocation fee payable any and all past due rent owed by tenant during the 12 months prior to termination of tenancy and may deduct from the relocation fee any amounts paid by the landlord for any extraordinary wear and tear or damage cause by the tenant, cleaning, or other purposes served by a security deposit as defined by the rental agreement, to the extent the security deposit is insufficient to provide the amounts due for such costs. After taking into account any adjustments in the amount of the relocation assistance provided herein, the landlord shall pay the relocation fee as follows:

1. If the relocation fee is being paid pursuant to subsection A of this section, then the landlord shall pay one-half of the relocation assistance no later than five days following service of the notice to a tenant of the termination and one-half of the relocation assistance no later than five days after the tenant has vacated the rental unit.

2. If the relocation assistance is being paid pursuant to subsection B of this section, then the landlord shall pay one-half of the relocation fee no later than five days following receipt of written notice that the tenant intends to vacate the rental unit and one-half of the relocation fee no later than five days after the tenant has vacated the rental unit. If the tenant ultimately fails to vacate the rental unit, the tenant shall reimburse relocation fee to the landlord, unless the parties agree otherwise.

E. Subsection A of this section shall not apply in any of the following circumstances:

1. The tenant received written notice, prior to entering into a written or oral tenancy agreement, that an application to subdivide the property for condominium, stock cooperative or community apartment purposes was on file with the city or had already been approved, whichever the case may be, and that the existing building would be demolished or relocated in connection with the proposed new subdivision, and the termination of tenancy is based on the grounds set forth in subsection G or I of Section 9.30.030.

2. The tenant received written notice, prior to entering into a written or oral agreement to become a tenant, that an application to convert the building to a condominium, stock cooperative or community apartment project was on file with the city or had already been approved, whichever the case may be, and the termination of tenancy is based on the grounds set forth in subsection G or I of Section 9.30.030.

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3. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by a resident manager, provided that the resident manager is replacing the existing resident manager in the same unit. For the purposes of this exception, a resident manager shall not include the landlord, or the landlord's spouse, children or parents.

4. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate the building housing the rental unit due to hazardous conditions caused by a natural disaster or act of God.

5. The tenant receives, as part of the eviction, relocation assistance from another government agency, and such amount is equal to or greater than the amount provided for by Section 9.30.035.

F. Subsection B of this section shall not apply, and a relocation fee shall not be required to be paid, as to any rental unit that received a certificate of occupancy after February 1, 1995.

G. The requirement to pay relocation assistance is applicable to all rental units, regardless of whether the rental unit was created or established in violation of any provision of law.

H. Nothing in this subsection relieves the landlord from the obligation to provide relocation assistance pursuant to any other provision of local, state or federal law. If a tenant is entitled to monetary relocation benefits pursuant to any other provision, of local, state or federal law, then such monetary benefits shall operate as a credit against monetary benefits required to be paid to the tenant under this subsection.

I. Where applicable, written notice of tenant's entitlement to relocation assistance shall be provided by the landlord at the same time that the landlord provides notice of termination of tenancy from a rental unit. Where a landlord issues a notice of a proposed rent increase that will exceed the non-relocation rent increase, including as part of a written lease offer or written lease renewal offer required pursuant to Section 9.30.025, the landlord shall provide a written notice of tenant's potential entitlement to relocation assistance at the same time that the landlord provides notice of a rent increase and, if applicable, written lease offer or lease renewal offer.

J. Text of Notice. The notice of potential eligibility to relocation assistance shall state:

"NOTICE: Under Title 9, Chapter 30 of the Glendale Municipal Code, a landlord must provide qualifying tenants this notice of the tenant's eligibility for relocation assistance at the same time the landlord provides a notice of termination of tenancy or when a landlord provides a notice of a rent increase that will increase the rent to an amount more than seven percent during a 12-month period and the tenant elects to not remain in the residential unit. Under Section 9.30.033(B), landlords are permitted to bank deferred rent increases, so a rent increase may be more than seven percent during a 12-month period, but not more than 15% over a 12-month period, depending on the amount of prior deferred rent increases, before triggering relocation benefits. Unless part of a written lease renewal offer, tenant shall have 14 days to elect to vacate the unit and exercise relocation benefits pursuant to Sections 9.30.033 and 9.30.035. Qualifying tenants are entitled to relocation assistance as follows: the product of three times the amount of the rent after the rent increase set forth in the rent increase notice by the landlord. A qualified tenant as defined in Section 9.30.020 is entitled

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to double the relocation value.

Under Civil Code Section 1942.5 and Glendale Municipal Code Section 9.30.060, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising his or her legal rights.

(Ord. 5340 § 4, 2003; Ord. 5383, 2004; Ord. 5922 § 8, 2019; Ord. 6019, 2/6/2024)

§ 9.30.040. Intentional disrepair/damage to rental unit/complex.

In addition to the protections provided in California Civil Code Section 1941.1 relating to the implied warranty of habitability and the requirements imposed by California Civil Code section 1941.2 relating to tenants' affirmative obligations, any intentional allowance on the part of the landlord for a rental unit to fall into disrepair, a landlord will offer temporary relocation as follows:

A. If the activities will make the rental unit an untenantable dwelling, as defined in California Civil Code Section 1941.1, or will expose the tenant at any time to toxic or hazardous materials, including, but not limited to, lead-based paint and asbestos, the landlord shall provide tenant with the following temporary relocation benefits during the temporary displacement period:

   1. Relocation to a motel or hotel accommodation which is safe, sanitary, comparable to the tenant's sleeping arrangement, located in the city of Glendale, or if suitable accommodation is not available within the city of Glendale, then within two miles of the tenant's rental unit, and contains standard amenities such as a television;

   2. Reasonable compensation for meals, if the temporary accommodation lacks cooking facilities;

   3. Reasonable compensation for laundry, if tenant's rental unit included laundry facilities inside the rental unit and the temporary accommodation does not include laundry facilities inside the unit;

   4. Reasonable accommodation for pets that were permitted in tenant's rental unit under the terms of the rental agreement or by law if the temporary accommodation does not accept pets;

   5. Any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant for tenant's rental unit; and

   6. Any costs related to returning tenant to his/her rental unit, if applicable.

B. Unless otherwise agreed upon by landlord and tenant, the landlord shall make payment directly to the motel or hotel as required under herein. The landlord shall pay for lodging in the motel or hotel, even if the cost of such lodging is more expensive than the tenant's existing rent calculated on a daily basis. All other compensation hereunder shall be payable directly to the tenant, unless otherwise agreed upon by the landlord and tenant.

C. The landlord shall have the option, in lieu of providing tenant relocation as required herein

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of providing the tenant with comparable housing at any time during the period of the displacement, subject to the following:

1. Such housing shall be comparable to the tenant's rental unit in location, size, number of bedrooms, furnishings, appliances, accessibility, type and quality of construction, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets permitted under the rental agreement or by law.

2. If the landlord provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at that same comparable housing unit throughout the period of displacement.

3. The landlord shall pay all costs associated with the temporary housing, including rent, even if the temporary housing is more expensive than the tenant's existing rental unit.

4. If the temporary housing is unfurnished, the landlord shall provide essential furnishings and household items or pay reasonable moving costs for the tenant to move essential furniture and household items to and from the rental unit and the temporary housing.

5. The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in accommodations, amenities, and services.

D. A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her relocation rights required herein and that the tenant understands his/her rights.

E. The temporary housing required herein shall be available to tenant within 24 hours of service or posting of any order or notice to vacate. In the event the tenant is not required to immediately vacate, temporary housing shall be available to tenant as of the date the tenant actually vacates.

F. The displacement and relocation of a tenant per this section shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any governmental order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

G. The tenant shall remain responsible to pay rent to the landlord that is due for the tenant's existing rental unit during the period of displacement.

H. The landlord and the tenant may mutually agree upon a housing type or benefits other than the temporary housing or benefits required herein.

I. The landlord shall provide written notice, before the tenant is temporarily displaced advising the tenant of the right to reoccupy the rental unit under the existing terms of tenancy once the work which necessitated the displacement is completed and the projected completion date of

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such work. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for the notifications required to be provided by the landlord. When the date on which the rental unit will be available for reoccupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail. If it became necessary to temporarily relocate the tenant for over 30 days and the tenant has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy the rental unit. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave the tenant written notice of the date of reoccupancy prior to the start of temporary relocation.

J. Nothing in this section shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

K. The remedies herein are cumulative and in addition to any other remedies available under federal, state, or local law.

L. Option to Voluntarily Terminate Tenancy.

1. If the temporary untenantable conditions of a rental unit are projected to persist for 30 days or more, the tenant of that rental unit shall have the option to terminate the tenancy voluntarily pursuant to a tenant buyout agreement in accordance with the provisions of Section 9.30.035(A), and the return of any security deposit that cannot be retained by the landlord under applicable law.

2. If the temporary untenantable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant, the tenant's option to terminate voluntarily the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of this subchapter shall be renewed.

M. Required Notice by Tenant. The tenant shall provide written notice to the landlord of the conditions that have rendered the rental unit untenantable and allow the landlord reasonable time to address the issue, unless further occupancy in the rental unit will be unsafe for habitation under federal, state, or local law. Such notice shall not be required if the landlord has independently or through other means become aware of the untenantable conditions.

(Ord. 6019, 2/6/2024)

§ 9.30.045. Rent reduction for service reduction.

A. Reduced Services Defined.

1. For the purposes of this chapter, "reduced services" refer to a significant and extended decrease in housing services and amenities that were included in the original rental agreement and have been provided to the tenant as part of the rental unit.

2. Examples of reduced services may include, but are not limited to, the following:

a. Reduction of essential utilities (e. g., water, heat, electricity).

b. Decreased maintenance or repair services.

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c. Closure or significant reduction of common area amenities (e. g., fitness facilities, laundry facilities, community spaces).

d. Loss or reduction of parking availability.

e. Reduction of security services.

f. Other services that were explicitly stated in the rental agreement.

B. Conditions for Rent Decrease.

1. If a tenant experiences a significant and extended reduction in services as defined in this Chapter, the tenant may be entitled to a rent decrease.

2. The tenant shall provide written notice to the landlord of the reduction in services. The landlord shall have a reasonable time to address the issue. If the issue is not resolved within a reasonable timeframe, the tenant may request a rent decrease.

C. Determining the Rent Decrease. The amount of the rent decrease shall be determined based on the extent and duration of the reduced services. The decrease in rent shall be proportional to the reduction in services, and it shall be calculated according to best practices as dictated by the market, which may be calculated as a two to 10% of the total monthly rent based on the type of amenity as compared to other units when considering the valuation of such amenities in establishing rent. The parties shall engage in good faith negotiations considering factors such as the significance of the amenity in relation to the overall property value, the market value of similar units without the amenity, and when available, any documented costs or savings resulting from the removal.

(Ord. 6019, 2/6/2024)

§ 9.30.050. Affirmative defense and remedies.

A. Defense to Action to Recover Possession. Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the rental unit or to collect rent.

B. Injunctive Relief. A tenant may seek injunctive relief on his or her own behalf and on behalf of other affected tenants to enjoin the landlord's violation of this chapter.

C. Money Damages. A landlord may seek money damages for a tenant's failure to reimburse relocation assistance if the tenant ultimately fails to vacate the residential property following a landlord-caused termination where a landlord provides a proposed rent increase that raises the rent, or proposed multiple rent increases that cumulatively raise the rent, to an amount more than 7% greater than the rent at any time during a 12 month period.

D. Remedies Are Nonexclusive. Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

E. Cost Recovery. The prevailing party in an action for wrongful eviction and/or failure to pay relocation assistance or reimburse relocation assistance shall recover costs and reasonable attorneys' fees.

(Ord. 5326, 2002; Ord. 5910 § 2, 2018; Ord. 5922 § 9, 2019)

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§ 9.30.055. Enforcement procedures.

The city, at its sole discretion, may choose to enforce the provisions of this chapter through administrative fines, administrative citations and any other administrative procedure set forth in Chapters 1.20 and 1.24 of the municipal code, as amended. The city's decision to pursue or not pursue enforcement of any kind shall not affect a tenant's rights to pursue civil remedies.
(Ord. 5922 § 10, 2019)

§ 9.30.060. Retaliation prohibited.

A. No landlord may threaten to bring, or bring, an action to recover possession, cause the tenant to quit a rental unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any services or increase the rent where the landlord's intent is to retaliate against the tenant for the tenant's assertion or exercise of rights under this chapter or under state or federal law; for the tenant's request or demand for, or participation in mediation or arbitration under any public or private mediation program; or for the tenant's participation in litigation. Such retaliation shall be a defense to an action to recover possession of the rental unit, or it may serve as the basis for an affirmative action by the tenant for actual and punitive damages and/or injunctive relief.

B. In an action against the tenant, evidence of the assertion or exercise by the tenant of rights under this chapter or under state or federal law within 180 days prior to the alleged act of retaliation shall create a rebuttable presumption that the landlord's act was retaliatory. "Presumption" means that the court must find the existence of the facts presumed unless and until its nonexistence is proven by a preponderance of the evidence. A tenant may assert retaliation affirmatively or as a defense to the landlord's action without the presumption regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

(Ord. 5326, 2002; Ord. 5340 § 6, 2003; Ord. 5922 § 11, 2019)

§ 9.30.070. Penalty for violations.

In addition to the affirmative defense or any other rights of a tenant under law, a violation of the provisions of Section 9.30.060 which deal with retaliatory eviction shall be punishable as an infraction as follows:

1. A fine not exceeding $250 for the first violation;

2. A fine not exceeding $500 for a second violation within one year;

3. Notwithstanding any provision to the contrary, a third violation of Section 9.30.060 in any one year period shall constitute a misdemeanor punishable as set forth under Section 1.20.010(A).

(Ord. 5326, 2002; Ord. 5340 § 7, 2003; Ord. 5383, 2004)

§ 9.30.090. Applicability.

The requirements of this chapter and the availability of the remedies hereunder shall be applicable to notices to quit or terminate tenancy, which notice(s) were served on or after August 20, 2002.

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(Ord. 5326, 2002)

§ 9.30.100. Severability.

If any provision of this chapter is held by a court of competent jurisdiction to be invalid, this invalidity shall not affect other provisions of this chapter which can be given affect without the invalid provisions and therefore the provisions of this chapter are severable. The council declares that it would have enacted each section, paragraph and sentence notwithstanding the invalidity of any other section, paragraph or sentence.
(Ord. 5326, 2002)

§ 9.30.110. Nonwaiver.

Any waiver or purported waiver by a tenant of rights under this chapter prior to the time when such rights may be exercised, except a rejection of a one year lease or renewal offered in accordance with Section 9.30.025, shall be void as contrary to public policy.
(Ord. 5922 § 12, 2019)

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Attachment 5 – Outreach efforts

1. **In-Person Engagement:**
    1. Downtown Burbank Cultural Market – Friday, August 2
    2. Starlight Bowl – Saturday, August 3
    3. National Night Out – Tuesday, August 6
    4. Burbank Farmer's Market – Saturday, August 24
    5. Magnolia Park Night Out – Friday, August 30

2. **Owned Communications:**
    1. Printed materials made available throughout City facilities
    2. Printed materials distributed to participants enrolled in the 55+ nutrition program
    3. Printed materials distributed to participants enrolled in Parks afterschool programs
    4. Project website compatible in Spanish and Armenian
    5. City's on-hold phone message promoting the project
    6. Social media – 12 posts/re-shares between July 29 and September 25 on all platforms including Facebook, Instagram feed and stories, X, and Nextdoor
    7. E-blasts – Seven e-blasts from the City's account promoting meetings and online feedback platform sent to the City's newsletter list, in addition to:
        i. Parks and Recreation e-blast
        ii. Joslyn Adult Center e-blast
        iii. Economic Development Internal e-blast for Businesses
    8. Press release to announce community meetings
    9. Insert into BWP bills
    10. Large display signage at 9 City facilities
        i. City Hall, Community Services Building, the City's three libraries: Central Library, Buena Vista Library, and Northwest Library, Joslyn Adult Center, Tuttle Senior Center, Ovrom Park Community Center, and the Burbank Water and Power customer service lobby
    11. 50-yard signs throughout City in high traffic areas
    12. 7 banners at parks throughout the City
    13. Poster display at the Downtown Burbank Metrolink station
    14. City Website homepage icons and digital calendar
    15. City newsletters based on availability:
        i. Chamber of Commerce e-newsletter
        ii. Burbank Public Library e-newsletter
        iii. Parks and Recreation Guide print & digital
        iv. Police Department e-newsletter
        v. 55 & Beyond print & digital
        vi. BWP Digital Currents e-newsletter
    16. The Burbank channel rotating bulletin (Spectrum Channel 6, AT&T Channel 99)
    17. TV bulletin played on loop at the Joslyn Adult Center
    18. Announcements at appropriate board and commission meetings including Planning Commission and Landlord-Tenant Commission
    19. Our Burbank 311 homepage ad

20. Five Burbank City Council Meeting Announcements

3. **Paid Advertising**:
    1. Los Angeles Times – Digital ads between August 15 to September 15
    2. Burbank Leader – Two half-page printed ads (August 17 and September 7) and digital ads between August 15 to September 15
    3. myBurbank (digital) – Digital ads between August 15 to September 30
    4. Asbarez (Armenian) (print and digital)
    5. La Opinión (Spanish) - Digital ads between August 15 to September 15
    6. El Clasificado (Spanish) – Two half page printed ads (August 14 and August 28) and digital ads between August 15 to September 15
    7. Digital advertisements through Google Ads included placement on The Google Display Network – a collection of websites— including some of the most popular websites like news and culture websites, and Google websites including Gmail and YouTube.

    *Where possible, digital ads were targeted to devices/readers in Burbank zip codes

4. **Community Meetings**:
    1. Joslyn Adult Center – Saturday, September 7
    2. Virtual – Monday, September 9
    3. Los Angeles Marriott Burbank Airport – Thursday, September 12
    4. Virtual – Tuesday, September 17
    5. The Hotel Burbank – Wednesday, September 25

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING CHAPTER 4 ("RESIDENTIAL TENANT PROTECTIONS") OF TITLE 5 ("POLICE AND PUBLIC SAFETY") OF THE BURBANK MUNICIPAL CODE, BY ADDING AN EXEMPTION FROM THE INCREASED RELOCATION ASSISTANCE PAYMENT OBLIGATION AND ADDING ANTI-HARASSMENT TENANT PROTECTIONS

City Attorney's Synopsis

This Ordinance amends the residential tenant protections ordinance that was adopted in accordance with Assembly Bill 1482 and Senate Bill 567, to include an exemption relating to an owner's or owner's relative's move-in in accordance with California Civil Code section 1946.2(b)(2)(A), from the obligation to pay increased relocation assistance, and anti-harassment tenant protections, as authorized by California Civil Code section 1946.2(i).

WHEREAS, effective January 1, 2020, Assembly Bill 1482 added Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code, relating to residential tenant protections and rent caps; and

WHEREAS, effective April 1, 2024, Senate Bill 567 amended Sections 1946.2 and 1947.12 of the California Civil Code, including but not limited to heightened requirements for evictions related to an intent to demolish or substantially remodel a residential unit and specified remedies initiated by the tenant or city attorney for owner violations (Assembly Bill 1482, as amended by Senate Bill 567, is referred to herein as the "Tenant Protection Act"); and

WHEREAS, subject to certain exceptions, the Tenant Protection Act: (1) limits rent increases over the course of any 12-month period to 5% plus the "percentage change in the cost of living" (as defined), or 10%, whichever is lower (the "rent stabilization provisions"); and (2) prohibits an "owner" (as defined) of "residential real property" (as defined) from terminating a tenancy without "just cause" (as defined) (the "just cause eviction provisions"); and

WHEREAS, the Tenant Protection Act's rent stabilization and just cause eviction provisions are intended to "help families afford to keep a roof over their heads, and… provide California with important new tools to combat our state's broader housing and affordability crisis;" and

WHEREAS, the Tenant Protection Act's just cause eviction provisions require an owner to provide a tenant, subject to a "no-fault just cause" eviction, relocation assistance in an amount equal to one month of the tenant's rent (Civ. Code § 1946.2(d)); and

WHEREAS, the Tenant Protection Act's just cause eviction provisions expressly authorize local agencies (like the City of Burbank) to adopt ordinances that are "more protective" than the Tenant Protection Act's just cause eviction provisions, in which case, the "more protective" local ordinance will apply to non-exempt residential real property (Civ. Code § 1946.2(i)(1)(B)); and

WHEREAS, the City of Burbank adopted Urgency Ordinance No. 23-3999 on September 12, 2023, which proactively strengthened the then current provisions of the Tenant Protection Act by heightening the requirements for an eviction based on intent to demolish or substantially remodel residential real property and by increasing the amount of relocation assistance required for "no-fault just cause" substantial remodel evictions; and

WHEREAS, the City of Burbank adopted Ordinance No. 24-4,014 on July 30, 2024, which aligned its Municipal Code with the heightened regulations relating to demolition and substantial remodels in the current Tenant Protection Act, increased the tenant relocation assistance payment to three months' rent for all "no-fault just cause" evictions under the Tenant Protection Act, and imposed anti-retaliation measures to protect tenants from eviction in any lawful exercise of their rights; and

WHEREAS, the City of Burbank now desires to exempt owners from the increased tenant relocation assistance payment of three months' rent for "no-fault just cause" evictions when the owner or their relative occupies the property in strict accordance with California Civil Code section 1946.2(b)(2)(A); and

WHEREAS, the City of Burbank desires to impose anti-harassment measures to further protect tenants in any lawful exercise of their rights; and

WHEREAS, like many cities in Los Angeles County, the City of Burbank is experiencing a housing affordability crisis and a humanitarian crisis of homelessness that would be exacerbated by the displacement of renters; and

WHEREAS, the City is concerned that, without "more protective" local just cause eviction provisions, those evictions will result in displaced tenants becoming homeless.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals

The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this ordinance.

SECTION 2. Environmental Review

The City Council finds and determines that the adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines

Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

SECTION 3. Findings

In accordance with the Tenant Protection Act's just cause eviction provisions set forth in Subsection (i)(1)(B) of Section 1946.2 of the California Civil Code, the City Council hereby makes a binding finding that the tenant protections in this Ordinance are "more protective" than the Tenant Protection Act's just cause eviction provisions, set forth in Section 1946.2 of the California Civil Code. The City Council further finds that this Ordinance is consistent with Section 1946.2. This Ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts for no-fault evictions, and/or provides additional tenant protections relating to anti-retaliation and anti-harassment that are not prohibited by any other provision of law.

SECTION 4. Code Amendment

Chapter 4 ("Residential Tenant Protections") of Title 5 ("Police and Public Safety") of the Burbank Municipal Code is replaced in its entirety with the following:

Chapter 4 Residential Tenant Protections

5-4-100 Adoption of Civil Code Section 1946.2 by Reference Related to Terminations of Tenancy.

This chapter adopts and incorporates by reference California Civil Code Section 1946.2 in this Code in its entirety, as modified herein, and as such statute may be amended from time to time, except for any provisions that directly conflict with this chapter.

5-4-101 Purpose of Chapter and Relationship to the Tenant Protection Act

This chapter is consistent with the Tenant Protection Action of 2019, Assembly Bill 1482 (2019-2020), which is generally codified in Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code, as amended by Senate Bill 567 (2023-2024) ("Tenant Protection Act"). It is the City's intent that its residential tenants be afforded the strongest protections available under the law. This chapter is more protective than the Tenant Protection Act's just cause eviction provisions set forth in Section 1946.2 of the California Civil Code.

As authorized by Subsection (i) of Section 1946.2, this chapter provides for higher relocation assistance amounts for all "no-fault just cause" evictions, with the exemption of evictions in strict accordance with California Civil Code section 1946.2(b)(2)(A), and

additional tenant protections relating to anti-retaliation and anti-harassment. In all other respects, this chapter is identical to Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute.

If any other governmental entity (including without limitation, the United States Government, the State of California, and the County of Los Angeles) adopts stronger tenant protections that apply to residential tenants in the City of Burbank, then the stronger tenant protections shall prevail, and the City shall not enforce conflicting tenant protections in this chapter.

5-4-102 Applicability of Chapter

The tenant protections in this chapter apply to tenants and owners of real property that are subject to the Tenant Protection Act's just cause eviction provisions set forth in Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute. Notwithstanding any contrary provision in this chapter, the provisions in Section 5-4-105 shall apply to all tenants in the City of Burbank.

5-4-103 "Just Cause" Required for "No-Fault" Evictions

A. Tenant Protection Act Requirements. An owner of residential real property shall not terminate a tenancy through "no-fault" of the tenant that is subject to this chapter without just cause (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code), which shall be stated in the written notice to terminate tenancy, unless the termination of the tenancy fully complies with the Tenant Protection Act's just cause eviction provisions set forth in Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute.

B. Failure to Comply. An owner's failure to strictly comply with this section shall render a notice of termination of a tenancy void and shall be an affirmative defense to an unlawful detainer action. In addition to any other remedy authorized by this Code, the City Attorney's Office may seek injunctive relief based on violations of this section.

5-4-104 Relocation Assistance Required for "No-Fault" Evictions

A. Relocation Assistance. If an owner of residential real property issues a termination notice based on a "no-fault just cause" (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute), the owner shall provide relocation assistance in accordance with the Tenant Protection Act's just cause eviction provisions set forth in subsection (d) of Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute, provided however, the relocation assistance shall be increased to an amount no less than three (3) months of the tenant's rent that was in effect when the owner issued the

notice to terminate the tenancy.

B. Failure to Comply. An owner's failure to strictly comply with this section shall render the notice of termination void and shall be an affirmative defense to an unlawful detainer action. In addition to any other remedy authorized by this Code, the City Attorney's Office may seek injunctive relief based on violations of this section.

C. Exemption. The increased relocation assistance required by this section shall not apply to any termination of tenancy in strict accordance with California Civil Code section 1946.2(b)(2)(A), which such owner shall pay a relocation assistance in an amount equal to no less than one (1) month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy.

5-4-105 Retaliation and Harassment Prohibited.

A. Retaliation. No owner or any owner's agent may threaten to bring, or bring, an action to recover possession, cause the tenant to quit a rental unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any services or increase the rent where the owner's intent is to retaliate against the tenant for the tenant's assertion or exercise of rights under this chapter or under state or federal law; for the tenant's request or demand for, or participation in mediation or arbitration under any public or private mediation program; or for the tenant's participation in litigation.

B. Harassment. No owner or any owner's agent shall violate the tenant protections in California Civil Code Sections 789.3 or 1940.2, California's Fair Employment and Housing Act, the federal Fair Housing Act, or similar state and federal laws, or engage in any acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of a rental unit, including but not limited to the following:

1. Acting in bad faith, interrupt, terminate, or fail to provide housing services required by the rental agreement or by federal, State, county, or local housing, health, or safety laws;

2. Acting in bad faith, fail to perform repairs and maintenance required by the rental agreement or by federal, State, county or local housing, health, or safety laws;

3. Acting in bad faith, fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry standards or protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful

health impacts;

4. Abuse the owner's right of access into a rental unit as established and restricted by State law. This includes, but is not limited to, entries for inspections that are not related to necessary repairs or services; entries that are unreasonable in frequency or duration; entries that improperly target individual occupants or are used to collect evidence against an occupant or are otherwise beyond the scope of a lawful entry;

5. Repeatedly mistreat an occupant of the rental unit during in-person conversations, through social media postings or messages, or other communications, with language that a reasonable person would consider likely to cause fear or provoke violence;

6. Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation or coercion, which shall include but is not limited to threatening to report a tenant to the United States Department of Homeland Security;

7. Threaten an occupant of the rental unit, by word or gesture, with physical harm;

8. Knowingly and intentionally violate any law which prohibits discrimination against the tenant based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;

9. Make a sexual demand on a tenant in order for the tenant to obtain needed maintenance on the rental unit, or to obtain a rent concession or additional housing services, or to avoid an eviction, or make other quid pro quo sexual demands on a tenant; subject a tenant to severe or pervasive unwelcome touching, kissing, or groping; make severe or pervasive unwelcome, lewd comments about a tenant's body; send a tenant severe or pervasive unwelcome, sexually suggestive texts or enter the rental unit without invitation or permission; or engage in other actions that create a hostile environment;

10. Take action to terminate any tenancy, including serving any notice of termination or bringing any action to recover possession of a rental unit, based upon facts which the owner has no reasonable cause to believe to be true or upon a legal theory which the owner knows is untenable under the facts known to the owner. No owner shall be liable under this Section 5-4-105(B)(10) for bringing an action to recover possession unless and until the tenant has obtained a favorable termination of that action;

11. Remove from the rental unit personal property, furnishings, or any other items without the prior written consent of the tenant, except pursuant to enforcement of a legal termination of tenancy;

12. Offer payments to a tenant to vacate, including the offer of a buyout agreement, more frequently than once every six months, after the tenant has notified the owner in writing that the tenant does not desire to receive further offers of payments to vacate;

13. Attempt to coerce a tenant to vacate with offers of payment to vacate, including offers of a buyout agreement, which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied with threats or intimidation in pending unlawful detainer actions;

14. Refuse to acknowledge receipt of a tenant's rent payment made during the term of the tenancy and in accordance with the rental agreement;

15. Refuse to cash a rent check for over 30 days when the check is given to cover rent during the term of the tenancy and in accordance with the rental agreement;

16. Request information that violates a tenant's right to privacy including, but not limited to, residency or citizenship status, protected class status, or social security number, except as required by law or, in the case of a social security number, for the purpose of determining the tenant's qualifications for a tenancy; or release, or threaten to release, any such information that is in owner's possession, except as required or authorized by law;

17. Violate a tenant's right to privacy in the rental unit, including but not limited to, entering, photographing, or video recording portions of a rental unit that are beyond the scope of an authorized entry or inspection;

18. Interfere with a tenant's right to quiet use and enjoyment of a rental unit as that right is defined by State law;

19. Other acts or omissions that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy; or

20. Interfere with the right of a tenant to:

(a) Organize as tenants and engage in concerted activities with other tenants for the purpose of mutual aid and protection;

(b) Provide access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at the property;

(c) Convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or

(d) Distribute and post literature in common areas, including lobby areas and bulletin boards, informing other tenants of their rights and of opportunities to participate in organized tenant activities.

C. Enforcement. If any owner or owner's agent violates this Section, an aggrieved tenant may institute a civil action for actual damages, punitive damages, and/or injunctive relief, and such violation shall be an affirmative defense to an action by an owner to recover possession of the rental unit. Such remedies are not exclusive and do not preclude any tenant from seeking other remedies or penalties provided by applicable law. No administrative remedy is available for any violations of this Section, and therefore, no exhaustion of administrative remedies is needed to invoke aggrieved tenant's rights under this Section.

SECTION 5. Effective Date.

This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

SECTION 6. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

PASSED AND ADOPTED this 11th day of March 2025.

s/Nikki Perez
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Iain MacMillan
Iain MacMillan
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 25-4,025 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 11th day of March 2025, by the following vote:

AYES: Anthony, Takahashi, and Perez.

NOES: Mullins.

ABSENT: None.

ABSTAIN: Rizzotti.

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following the ordinance's adoption on March 11, 2025.

s/Kimberley Clark
Kimberley Clark, City Clerk

ATTACHMENT 3: Housing Enforcement Unit & Landlord Tenant Commission Cases

Housing Enforcement Unit	
Total Cases since August 2024 (as of September 30, 2025)	191
Total Notice of Violation sent by City Attorney's Office	12
Total Number of Housing Clinics	4
Total Number of People Assisted by Housing Clinics	34
Total Number of Cases sent to CAO Legal Mediation	4
Total Number of Cases sent to Low Income Legal Representation	2

Landlord Tenant Commission	
Total Number of LTC Meetings since January 2025 (as of September 30, 2025)	9
Total Number of LTC Cases	8

ATTACHMENT 4: Expanded Relocation Assistance Payments for Qualified Tenants

Cities	Expanded Relocation Assistance for Special Needs Population	Regulations
Bell Gardens	**YES**	• **Relocation Assistance (BGMC Section 5.63.040(A))** • ***Permanent Relocation Assistance***: When relocation assistance must be paid to tenants who are evicted from their rental unit pursuant to BGMC 5.63.030 (termination of tenancy), the landlord must make the relocation assistance payment in accordance with this section. The landlord must provide written notice to the tenant of the tenant's entitlement to permanent relocation assistance at the same time the landlord serves a notice of termination of tenancy. - The landlord shall pay a relocation assistance amount equal to three times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy. - ***If any tenant residing in the rental unit from which the tenants are to be displaced includes a qualified tenant, then all tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:*** ***a. The landlord shall pay an additional relocation assistance amount equal to one times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.*** b. For purposes of this subsection, "qualified tenant" means any tenant who: i. Is 62 years of age or older, disabled, as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code; ii. Has one or more dependent children under the age of 18 residing in the rental unit;

		iii. Meets the income limits for a "lower-income household" as defined in California Health and Safety Code Section 50079.5; or iv. Has continuously resided in the rental unit for five years or more. • The tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the tenants living in the rental unit from which the tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.
Beverly Hills	**YES**	• **Relocation Fees (Chapter 5, Section 4-5-604)** • Pursuant to Section 4-5-601, Any landlord who serves a notice of eviction on a tenant pursuant to sections 4-5-509 pertaining to occupancy by the landlord or their relatives or 4-5-511 pertaining to demolition or condominium conversions, of this chapter shall pay to such tenant a relocation fee in accordance with the provisions of Article 6. • Note- A landlord shall provide relocation assistance in case of withdrawal of a residential rental structure from the rental market also pursuant to Section 4-5-513. • Per Section 4-5-605, the City provides relocation fees as follows: Studio: $ 6,193.00 One Bedroom: $9,148.00 Two or more bedrooms: $12,394.00 - ***Further, households with seniors, minors, and disabled person shall be entitled to additional $2,000 relocation fees***. - Every July 1st (commencing from July 1, 2018), the amount of relocation fees set forth above shall increase annually by a percentage equal to percentage increase (if any) of CPI for LA County between May 1 of the then current year and May 1 of the immediately preceding year. • Physical relation in lieu of fees – Per Section 4-5-606, in lieu of the above listed relocation fees, a landlord may relocate the tenant into a comparable replacement unit satisfactory to the tenant. Landlord will be liable only for the actual costs of relocating the tenant up to maximum set forth in Section 4-5-605.

		• **Relocation Fees (Chapter 6, Section 4-6-9)** • A landlord is required to pay relocation fees in case of occupancy by the landlord or their relatives pursuant to BHMC Section 4-6-6(H), change of building managers per Section 4-6-6(I), demolition or condominium conversions per Section 4-6-6(J), and withdrawal of residential rental structure from rental market per Section 4-6-6(L). • Per Section 4-6-9(E), The City provides relocation fees as follows: Studio: $ 6,193.00 One Bedroom: $9,148.00 Two or more bedrooms: $12,394.00 - ***Further, households with seniors, minors, and disabled person shall be entitled to additional $2,000 relocation fees.*** - Every July 1st (commencing from July 1, 2018), the amount of relocation fees set forth above shall increase annually by a percentage equal to percentage increase (if any) of CPI for LA County between May 1 of the then current year and May 1 of the immediately preceding year. • Per Section 4-6-9(F), in lieu of the relocation fee, the landlord, at his or her option, may relocate the tenant into a comparable replacement apartment unit satisfactory to the tenant, in which event the landlord shall be liable only for the actual costs of relocating the tenant, up to the maximum as set forth in subsection E of this section per apartment unit. A tenant shall not unreasonably withhold the approval of a replacement apartment unit offered by the landlord. For the purposes of this paragraph only, comparability shall be determined from the following factors: size, price, location, proximity to medical and recreational facilities, parks, community centers, shops, transportation, schools, churches, and synagogues, amenities, and, if the tenant desires, the location of the apartment unit in the City.
Claremont	**NO**	• **Relocation Assistance (CMC Section 8.34.030)** • Relocation assistance required for "no-fault" evictions. • If an owner of residential real property issues a termination notice based on a "no-fault just cause" (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute), the owner shall provide relocation assistance in accordance with AB 1482's just cause eviction

		provisions set forth in subsection (d) of Section 1946.2 of the California **Civil Code**, as amended from time to time or replaced by a successor statute, provided however, the amount of relocation assistance shall be increased to at least equal to three months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. • An owner's failure to strictly comply with this section shall render the notice of termination void and shall be an affirmative defense to an unlawful detainer action.
Culver City	**NO**	• **Relocation Assistance (CCMC Section 15.09.325)** • If a notice of termination is based on the no fault termination grounds set forth in § 15.09.320 of this subchapter, then the landlord shall pay a relocation fee in the amount of three times the greater of tenant's current monthly rent in effect or the small area fair market rent established by the U.S. Department of Housing and Urban Development for a comparable unit in the same ZIP code, plus $1,000. The relocation fee established by this § 15.09.325 shall be reduced by 50% for a small landlord, only in the case where the no fault termination is based on grounds set forth in § 15.09.320.B.1.
Glendale	**YES**	• **Relocation Assistance (GMC Section 9.30.035(A)):** A. If the termination of tenancy is based on the grounds set forth in subsection **G** (and the unit is on a parcel of five or more units), H, I or J of Section **9.30.030**, then the landlord shall pay a relocation fee in the amount of the product of three times the greater of the amount of the current rent or the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size of that being vacated in Los Angeles County during the year the unit is vacated, plus $2,000, which amount shall be reviewed periodically not to exceed three years by the city council and adjusted as necessary . B. Pursuant to GMC Section 9.30.035(B), If the termination of tenancy is caused by the tenant's election to vacate the unit in accordance with Section 9.30.033 when the landlord has imposed a rent increase that exceeds a non-relocation rent increase, the landlord shall pay a relocation fee equal to the product of three times the amount of the rent after the rent increase set forth in the rent increase notice by the landlord, which multiplier shall be reviewed periodically not to exceed three years by the city council and adjusted as necessary.

		C. The relocation fee shall be paid to the tenant or tenants as follows: 1. The entire relocation fee shall be paid to a tenant who is the only tenant in a rental unit; or 2. If a rental unit is occupied by two or more tenants, then each tenant of the unit shall be paid a pro rata share of the relocation fee; ***3. In the event of a qualified tenant, all relocation values shall be doubled.*** • "Qualified tenant" means: 1. Any tenant in the rental unit is a low-income tenant ("low-income tenant" means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5); and a member of tenant's household is: a. 70 years of age or older; or b. Disabled as defined in Title 42 United States Code Section 423 or handicapped as defined in Section 50072 of the California Health and Safety Code; or c. The primary residence of a school-aged (grades Pre-K through 12) child enrolled in a school located in the public school district to which the rental unit is assigned, and the notice of termination requires that the rental unit be vacated during the current school term. 2. Any tenant in the rental unit is a very low-income tenant ("very low-income tenant" means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).
Pasadena	**YES**	• **Relocation Assistance (PMC Charter Section 1806 (b)):** • Relocation assistance must be paid by the landlord in case of no-fault eviction and a change in ownership resulting in an eviction or a CPI+5% rent increase as specified in PMC Section 9.75.060 (D). • Pursuant to PMC Section 9.75.060:

		A. For all tenants in good standing living in households at or below 140% of the median income, by household size, landlord shall pay a relocation allowance equal to two and one-half (2½) months fair market rents as established by the U.S. Department of Housing and Urban Development ("HUD") for a rental unit of a similar size. ***In addition to the relocation allowance, landlord shall also pay a moving expense allowance in the amount of $1,306.00 for adult households or $3,935.00 for households with dependents, disabled, or senior members. The amounts listed are adjusted for FY 2019 and will continue to be adjusted as provided in paragraph C below.*** B. For all tenants in good standing, who meet the income eligibility requirements of paragraph A above, and who have maintained continuous tenancy for a period of 10 years or more shall be entitled to enhanced relocation allowance and moving expenses. The total amount of relocation allowance to be paid by the landlord to the tenant is based on the length of the tenancy. For each year after the 10th anniversary, the amount of the base relocation allowance shall be increased by 10% and shall increase each year thereafter until reaching the maximum of 200% of the base relocation allowance on the 20th anniversary of the tenancy. • The relocation allowance and moving expense allowance provided for in this section shall be automatically increased every year in accordance with changes in the HUD fair market rents. The moving expense allowance provided in this section shall be adjusted annually in accordance with the Consumer Price Index (for Los Angeles-Long Beach) pursuant to Section 1.08.060.
County of Los Angeles	**YES**	• **Relocation Assistance (LACC Section 8.52.110)** • ***Permanent Relocation Assistance:*** • All No-Fault terminations of Tenancy (Section 8.52.090(E)) are eligible for relocation assistance. • The County will determine standard relocation assistance amounts based on the following: a. Three times the Countywide median Rent based on the Rental Unit size; b. Estimated costs associated with disconnecting and reconnecting utilities;

		c. Estimated packing and moving costs; d. Estimated storage costs for three (3) months; e. Packing supplies; f. Application fees; and g. Taxes. • ***Qualified tenants or a lower-income tenant as defined in Section 8.52.110(A)(2) may receive additional relocation assistance.*** ***a. Qualified Tenant. If one of the Tenants living in the Dwelling Unit from which the Tenants are to be displaced includes a person who is sixty-two (62) years of age or older, disabled, or has children under the age of eighteen (18), then all Tenants living in the Dwelling Unit are collectively entitled to the Qualified Tenant relocation assistance listed in the relocation fee schedule.*** ***b. Lower-Income Tenant. If one of the Tenants living in the Dwelling Unit from which the Tenants are to be displaced includes a lower-income person as defined by California Health and Safety Code section 50079.5 and annually listed, as adjusted for household size, then all Tenants living in the Dwelling Unit are collectively entitled to the Lower-Income Tenant relocation assistance listed in the relocation fee schedule.*** • Pursuant to Section 8.52.110(G) Relocation Assistance Set By the Board. The relocation assistance per Dwelling Unit shall be set by the County of Los Angeles Board of Supervisors, and may be based on the number of bedrooms per Dwelling Unit or as provided by the Board.

ATTACHMENT 5: Ending Renovation Evictions

Jurisdictions	Eviction due Substantial Remodel	
Bell Gardens	Eliminated	• Substantial Remodel is not listed under No-Fault Termination of Tenant pursuant to BGMC Section 5.63.030(D). A landlord can no longer use a Substantial Remodel as a basis for a no-fault eviction. • Note: Demolition of the rental unit still included under no-fault eviction.
Beverly Hills	Eliminated	• Substantial Remodel is not listed under No-Fault Termination of Tenant pursuant to BHMC Title 4 Chapter 6 Section4-6-6 and Chapter 5 Article 5. A landlord can no longer use a Substantial Remodel as a basis for a no-fault eviction. • Note: Demolition of the rental unit still included under no-fault eviction.
Claremont	Present with heightened restrictions	• Claremont provides heightened requirements for evictions based on intent to demolish or substantially remodel (CMC Section 8.34.020). • Property owners are required to secure building permits and provide copies of permits to tenants, along with detailed scope for work, justification why work requires more than 30 days for completion, demonstrate that the work is at least six times the cost of the tenant's monthly rent, and the work is necessary to bring the rental unit into compliance with applicable codes and laws affecting the health and safety of tenants of the building.
Culver City	Eliminated	• Substantial Remodel is not listed under No-Fault Termination of Tenant pursuant to CCMC Section 15.09.320. A landlord can no longer use a Substantial Remodel as a basis for a no-fault eviction. • Note: Demolition of the rental unit still included under no-fault eviction.
Glendale	Present with heightened restrictions	• Glendale provides heightened requirements for evictions based on intent to demolish or substantially remodel (GMC Section 9.30.030). • Property owners are required to demonstrate that the proposed scope of work costs no less than the product of eight times the greater of the amount of the monthly rent or the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size in Los Angeles County times the number of rental units upon

		which such work is performed, and the proposed work necessitates the eviction of the tenant because such work will render the rentable unit uninhabitable for a period of not less than 45 calendar days.
Long Beach	Present, same as the California Tenant Protection Act of 2019 (AB 1482)	• Long Beach provides similar protection as the California Tenant Protection Act of 2019 (AB 1482) for termination of tenancy due to substantial remodel.
Pasadena	Present with heightened restrictions	• Pursuant to Pasadena Charter Section 1806(a)(8), In addition to obtaining permits and providing written notice to the tenant, the city independently confirms if the proposed remodeling work necessitates tenants to vacate the Rental Unit because the work will render the Rental Unit uninhabitable for more than thirty (30) days. • Additionally, the landlord gives advance notice to the Tenant of the Tenant's right to elect one or both of the following: (i)The right of first refusal to any vacant Rental Unit owned by the Landlord at the same or lower Rent, provided that the unit is of comparable or superior material living condition and convenience for the Tenant, if such comparable or superior vacant unit exists. (ii)The first right of return to reoccupy the unit upon completion of the repairs at the same Rent charged to the Tenant before the Tenant temporarily vacated the Rental Unit to the extent allowed by state law. (iii)In the event that the Tenant elects to accept an offer to move to a comparable vacant Rental Unit at the same or lower Rent, the Tenant is not eligible for any Relocation Assistance pursuant to Section 1806(b) herein, however the length of tenancy shall continue to be calculated from the date the Tenant first entered into a Rental Housing Agreement at the Property. • In the event the Landlord files a Petition for Individual Rent Adjustment within six (6) months following the completion of the work, the Tenant shall be party to such proceeding as if he or she were still in possession, unless the Landlord submits with such application a written waiver by the Tenant of his or her right to reoccupy the premises pursuant to this subsection.

County of Los Angeles	Eliminated	• Substantial Remodel is not listed under No-Fault Termination of Tenant pursuant to LCMC Section 8.52.090(E). A landlord can no longer use a Substantial Remodel as a basis for a no-fault eviction.

ATTACHMENT 6: Extend "Just Cause" Protections to all Rental Types

Jurisdictions	Presence of Universal Just Cause	Scope of Universal Just Cause
Bell Gardens	**Yes**, Chapter 5.63 of BGMC, Tenant Eviction Protection, covers all rental units, wherein either the entire structure or a part of it is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.	• Pursuant to BGMC Section 5.63.020, "Rental unit" means any dwelling unit, as defined under California Civil Code Section 1940(c) located in the jurisdictional boundaries of the city of Bell Gardens and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including mobilehomes rented by the owner of the mobilehome, and accessory dwelling units. • California Civil Code Section 1940(c) defines "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
Beverly Hills	**No**	• Pursuant to BHMC Title 4 Chapter 6 Section 4-6-1, the regulations pertaining to tenant protection and rent stabilization apply to all multiple residential dwellings consisting of two (2) or more units with the exception of those units that are subject to the existing rent stabilization provisions of Title 4 chapter 5. Additionally, single-family residential units; housing accommodations in hotels, motels, inns, and rooming houses which are rented primarily to transient guests for a period of thirty (30) consecutive days or less; Condominiums existing as of March 27, 1979, and condominiums created thereafter by apartment unit conversion or redevelopment; units in nonprofit cooperatives owned and controlled by a majority of the residents; units owned, operated or managed by a government agency; and units in a building that has a certificate of occupancy issued after February 1, 1995 are excluded.
Claremont	**No**	• The tenant protections in chapter 8.34 of CMC apply to tenants and owners of real property that are subject to AB 1482's just cause

		eviction provisions set forth in subsection (a) of Section 1946.2 of the California Civil Code. The chapter does not apply to the types of residential real properties or residential circumstances that are exempt from AB 1482's just cause eviction provisions set forth in subsection (e) of Section 1946.2 of the California Civil Code (CMC Section 8.34.010).
Culver City	**Yes**, Tenant Protection regulations contained in CCMC Chapter 15.09 Section 15.09.300 through 15.09.370 applies to all dwelling units defined in Cal. Civil Code § 1940(c).	• CCMC Section 15.09.305 defines Rental Unit as any dwelling unit as defined in Cal. Civil Code § 1940(c), including joint living and work quarters, located within the jurisdictional boundaries of the City of Culver City and used for human habitation in consideration of payment of rent, whether or not such use is legally permitted, including mobilehomes rented by the owner of the mobilehome and accessory dwelling units. • California Civil Code Section 1940(c) defines "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
Glendale	**No**	• GMC Section 9.30.020 defines rental unit. The Section excludes the following units: 1. Rooms or accommodations in hotels); 2. Boarding houses or lodging houses which are rented to transient guests for a period of less than 30 consecutive days; 3. Housing accommodations in a hospital, convent, monastery, church, religious facility, extended care facility, asylum, nonprofit home for the aged; 4. Dormitories owned and operated by an institution of higher education, or a high school or elementary school; 5. Rental units located on a parcel containing two or fewer dwelling units;

		6. Rental units within a common interest development, except when the rental unit's landlord owns 50% or more of the units in the common interest development; 7. Rental units owned or operated by any government agency; 8. Rental units that require intake, case management or counseling as part of the occupation, and an occupancy agreement; or rental units subject to a covenant or agreement, such as a density bonus housing agreement, inclusionary housing agreement or an affordable housing agreement, with a government agency, including the city, the housing authority, the state of California, or the federal government, restricting the rental rate that may be charged for that unit.
Long Beach	**No**	• LBMC Section 8.99.020 (f) provides a list of rental units that are exempt from requirements of local tenant protection regulations, which is similar to list of units exempted by AB1482 (Ca. Civil Code Section 1946.2(e).
Pasadena	**Yes**	• Pursuant to Pasadena Charter Section 1804, Rental Units owned or operated or managed by a not-for-profit organization pursuant to a tax credit program; Rental Units owned, operated or managed by a government unit; Rental units where the Tenant shares a bathroom or kitchen with the homeowner; and Single-Family Home with a temporary tenancy of no longer than twelve (12) months are exempt from Just Cause for Eviction Protections. • Just Cause for Eviction Protections applies to following units: ○ Rental Units exempt from rent control pursuant to the Costa Hawkins Rental Housing Act (California Civil Code Section 1954.52. et seq.) ○ Rental Units governed Inclusionary Housing and Density Bonus, Waivers and Incentives Requirements. ○ Rental Units leased to tenants assisted under the Section 8 program or the Continuum of Care Rental Assistance

County of Los Angeles	**No**	• LACMC Section 8.52.030 defines fully covered rental unit as (1) Rental Units in the Unincorporated Areas, which include two or more dwelling units, as defined under California Civil Code section 1940 subsection (c), for which a certificate of occupancy or equivalent permit for residential occupancy is issued on or before February 1, 1995, and (2) mobilehomes in a mobilehome park offered for Rent by the owner of the mobilehome regardless of the date of the certificate of occupancy or equivalent permit. • **The following are not considered a Fully Covered Rental Unit:** 1. Rental Units that are expressly exempt from rent stabilization pursuant to California Civil Code section 1954.52 or federal law. This includes any Rental Unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995. For this purpose, a certificate of occupancy is the certificate issued before the property is used for any residential purposes. 2. An accessory dwelling unit for which a certificate of occupancy or equivalent permit for residential occupancy was issued after February 1, 1995, is exempt, unless it was occupied on or before February 1, 1995, and a Tenant provides evidence indicating as such, regardless of the legal or permit status of the Rental Unit.

ATTACHMENT 7: Data Program

Jurisdictions	Presence of Local Rent Cap	Presence of Rent Registry
Bell Gardens	Yes, BGMC Section 5.62.040.A	Yes, BGMC Section5.62.090
Beverly Hills	Yes, BHMC Sections 4-5-303 (Chapter 5 tenants) and 4-6-3 (Chapter 6 tenants)	Yes, BHMC Section 4-5-801
Claremont	No	No
Culver City	Yes, CCMC Section 15.09.215	Yes, CCMC Section 15.09.230
Glendale	No	No
Long Beach	No	No
Pasadena	Yes, PMC Section 1808	Yes, PMC Section 1812
County of Los Angeles	Yes, LA County MC Section 8.52.050	Yes, LA County MC Section 8.52.080

Jurisdictions	Presence of Local Rent Cap	Presence of Rent Registry
El Cerrito	No	• A rent registry ordinance adopted on May, 2019, to establish an annual reporting requirement to submit data into a City database information regarding rents and other relevant information about rental units during the annual business license renewal process (ECMC Chapter 10 Section 10.100.030). • All residential rental properties including single-family residences and Accessory Dwelling Units (ADU) are subject to reporting. • Exceptions include Hotels/motels, bed & breakfast, affordable housing, on-site manager units. • Participation in the program is mandatory. • The annual fee is $49.00 per unit for the reporting period of July 1, 2024 – June 30, 2025.
Marin County	No	• Owners of properties in unincorporated Marin with three dwelling units or more are required to complete their Rental Registry records (MCMC Section 5.100.080).

		• Exceptions include ADUS and/or Junior ADUs, affordable housing, and dwelling units owned and operated by government agency.
Palo Alto	No	• The Rental Registry Program requires all residential rental properties with three or more units to register the property and units with the City on an annual basis (PAMC Section 9.65.030). • Exceptions include landlords who own multiple one- or two-unit rental properties. Only units located on a property with three or more residential rental units requires registration. Additionally, rented rooms within a rental unit need not be registered. • City Council waived Rental Registry Program Registration Fees for Program Year 1 but will charge Registration Fees for Program Year 2. Participation fee starting in FY 2026.
San Leandro	No	• Landlords required to file an annual registration statement for each rental unit annually. • The Rental Registry Ordinance will be effective January 2026. • Exceptions include rental units that are subsidized, units owned by public agency, short-term rentals, landlord occupied rental units, transitional housing. • Rental Registry program fee shall be determined by resolution of the City Council adopted from time to time

ATTACHMENT 8: Local Rent Cap including a "Soft Rent Cap" Option

Jurisdictions	Presence of Local Rent Cap	Applicability	Additional Tenant Protections	Presence of "soft rent cap"
Alameda	Yes	• AMC Section 6-58.20 provides a list of rental units exempt from provision of local rent control including (not limited to): Units regardless of ownership, for which rents are subsidized or regulated by federal law or by regulatory agreements; units owned by the Housing Authority; units that are rented or leased to transient guests for thirty (30) consecutive days or less; Rooms in hotels, motels, inns, tourist homes, short term rentals, rooming or boarding houses, provided that such rooms are not occupied by the same occupant or occupants for more than thirty (30) consecutive days; rooms in any hospital or in a similar facility; mobile homes or mobile home lots; transitional housing; Community cabins; units that are a landlord's primary residence where the landlord shares kitchen or bath facilities with one or more Tenants.	• *Annual General Adjustment (AGA)* means seventy (70%) percent of the percentage change in the Consumer Price Index for the twelve (12) month period ending April of each year and rounded to the nearest one-tenth of a percent; provided, however, in no event shall the Annual General Adjustment be more than five (5%) percent nor less than one (1) percent. • Partially regulated units that are exempt from AB 1482 and are therefore not subject to either the AGA or statewide rent cap may be able to increase a tenant's rent by more than 10%; however, the tenant will be entitled to a permanent relocation payment if they choose to vacate within 90 days rather than pay the increase. • Partially Regulated Units are properties with a single unit on a legal lot of record (i.e. single-family homes, condominiums, and townhomes) regardless of	• Pursuant to AMC Section 6-58.85, in addition to no-fault evictions, a *Relocation Rent Increase* triggers a permanent relocation payment if a tenant vacates the Rental Unit within ninety (90) days of receiving the Relocation Rent Increase. • *Relocation Rent Increase* means a rent increase that exceeds the Maximum Increase i.e., 10% pursuant to AN 1482 (AMC Section 6-58.15). *Relocation Rent Increase* applies only to units that are exempt from both the local AGA (per Costa-Hawkins) and AB 1482, which includes

			the year of construction, as well as units constructed after February 1, 1995, regardless of the total number of units on the lot. The Rent Ordinance specifically states that when a single-family home has a permitted ADU on the same lot, both units are considered partially regulated.	1) all units built within the last 15 years and 2) single-family homes/condos built more than 15 years ago with a non-corporate owner who provided the tenant with proper notice of the exemption.
Bell Gardens	Yes	• BGMC Section 5.63.020, defines rental unit as any dwelling unit, as defined under California Civil Code Section 1940(c) located in the jurisdictional boundaries of the city of Bell Gardens and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including mobilehomes rented by the owner of the mobilehome, and accessory dwelling units.	• Pursuant to BGMC Section 5.62.040, A landlord shall not increase the rent for a covered rental unit by more than 50 percent of the change in CPI, or four percent, whichever is lower. • "Change in CPI" means the percentage change in the consumer price index over the previous 12-month period ending in April of each year. Chapter 5.62 of BGMC does not supersede a landlord's right to set the initial rent for new tenancies under state law.	No
Beverly Hills	Yes	• Pursuant to BHMC Title 4 Chapter 6 Section 4-6-1, the provisions of rent stabilization apply to all multiple residential dwellings consisting of two (2) or more units with the exception of those units that are subject to the existing rent stabilization provisions of Title 4 chapter 5. Additionally, single-	• Pursuant to BHMC Title 4 Chapter 6 Section 4-6-3 (for multi-unit building that was built before February 1, 1995, with a move-in rent exceeding $600 per month), rent increases shall not exceed the greater of: 1) three percent (3%) of the rental rate	No

		family residential units; housing accommodations in hotels, motels, inns, and rooming houses which are rented primarily to transient guests for a period of thirty (30) consecutive days or less; Condominiums existing as of March 27, 1979, and condominiums created thereafter by apartment unit conversion or redevelopment; units in nonprofit cooperatives owned and controlled by a majority of the residents; units owned, operated or managed by a government agency; and units in a building that has a certificate of occupancy issued after February 1, 1995 are excluded.	then in effect, or 2) the percentage equal to the percentage increase, if any, of the Consumer Price Index for the Los Angeles/Riverside/Orange County Area, as published by the United States Department of Labor, Bureau of Labor Statistics between May 1 of the then current year and May 1 of the immediately preceding year. BHMC Title 4 Chapter 5 covers annual rent increases for multi-unit building built before September 20, 1978, with a move-in rent of $600 or less per month.	
Claremont	No	• Pursuant CMC Section 8.34.010, Chapter 8.34 on just cause evictions apply to residential properties that are subject to AB 1482's just cause eviction provisions, and does not apply to residential properties that are exempt from AB 1482's just cause eviction provisions set forth in subsection (e) of Section 1946.2 of the California Civil Code. Additionally, the chapter does not apply to residential tenancies in a building or in a complex of commonly-owned buildings with nine or fewer rental units.	• Relocation assistance increased to three months of a tenant's rent for all no-fault just cause eviction defined in subsection (b)(2) of Section 1946.2 of the California Civil Code (CMC Section 8.34.030).	• No

Culver City	Yes	• Pursuant to CCMC Section 15.09.210, following rental units are exempt from provisions of local rent control: units expressly exempt pursuant to any provision of state or federal law; units that have a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995; unit that is alienable separate from the title to any other dwelling unit, including single-family residences, condominiums and townhomes, but excluding: (i) mobilehomes offered for rent by the owner of the mobilehome; and (ii) a rental unit that is wholly contained within such separately alienable dwelling unit; unit that is a subdivided interest in a subdivision; and any unit for which the landlord receives federal, state, or local housing subsidies, including, but not limited to, federal housing assistance vouchers issued under Section 8.	• Pursuant to CCMC Section 15.09.215(B), on or after October 30, 2020, rent for a covered rental unit may be increased annually, without application to the city, in an amount not to exceed the percentage change in CPI, subject to the following provisions: ○ In no event shall the rent for a covered rental unit be increased more than 5% every 12 months. ○ If the percentage change in CPI is less than 2%, rent for a covered rental unit may be increased by up to 2%. ○ Not more than one rent increase for a covered rental unit may be imposed in any 12-month period, • Effective between September 1, 2025, through October 31, 2025, the maximum permissible annual rent increase is 3.00%.	• No
Glendale	No	Applies to all multi-family residential units with more than two units., excluding: units owned by govt. agency, transitional housing units, units subject to affordability agreement, dormitories, housing accommodation in a hospital, church,	• Glendale requires property owners to offer one-year written leases (GMC Section 9.30.025). • Relocation assistance fee for a no-fault just cause eviction is three times the greater of the	• Yes, the city mandates a relocation assistance fee if a tenant chose to vacate the rental unit due a rent increase

		hotels, boarding houses, and rental units in common interest development, except when the rental unit's landlord owns 50% or more of the units in the common interest development (GMC Section 9.30.020)	amount of the current rent or the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size of that being vacated in Los Angeles County during the year the unit is vacated, plus $2,000, which amount shall be reviewed periodically not to exceed three years by the city council and adjusted as necessary (GMC Section 9.30.035). • GMC Section 9.30.045 requires rent reduction for service reduction.	that is greater than a non-relocation rent increase (7%), (GMC Section 9.30.033).
Long Beach	No	• LBMC Section 18.25.030, defines Rental Unit as a dwelling space containing a separate bathroom, kitchen, and living area, including a single-family dwelling or unit in a multifamily or multipurpose dwelling; or, it means a unit in a condominium or cooperative housing project, which is hired, rented, or leased to a tenant or household within the meaning of Section 1940 of the California Civil Code	• Long Beach provides similar protection as the California Tenant Protection Act of 2019 (AB 1482) for just cause for termination of tenancy (LBMC Title 18 Chapter 18.25). • The city has codified regulation prohibiting tenant harassment (LBMC Chapter 8.101).	• No
Pasadena	Yes	• PMC Section 9.75.020, defines a rental unit as any residential housing unit excluding single family residents and condominium units.	• Pursuant to Pasadena Charter Section 1808, the Annual General Adjustment (local rent cap) shall be equal to seventy five percent (75%) of the	• Pursuant to PMC Section 9.75.060, a tenant qualifies for relocation assistance fee if they choose to

			percentage increase in the Consumer Price Index (CPI) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve-month period ending as of March of the current year.	vacate a unit due to a rent increase that exceeds the Cost of Living Increase ("CPI") plus five percent (5%) within the 12-month period at any time within 18 months of the change in ownership of a rental unit.
City of Santa Cruz	No	• The ordinance amending SCMC Section21.03 covers all rentals city-wide, including units assisted through the Section 8 Housing Choice Voucher Program. (Ordinance No. 2018-20)	• SCMC Chapter 21.07 extends the no-fault just cause eviction protections of California Civil Code Section 1946.2to tenants receiving subsidy through the Section 8 Housing Choice Voucher Program or the Section 8 Project Based Voucher Program. • SCMC Section 21.07.020, provides civil remedies for enforcement of SCMC Chapter 21.07	• Yes, pursuant to SCMC Section 21.03.020(c), tenants who relocate due to a large rent increase are eligible for a relocation assistance fee equivalent to two months of the tenant's actual rent. • SCMC Section 21.03.121 defines large rent increase as a rent increase of more than five percent in one year or cumulatively more than seven percent in any two consecutive years.
County of Los Angeles	Yes	• Pursuant to LACMC Section 8.52.040, the regulations on rent stabilization	• Pursuant to LACMC Section 8.52.050, Effective January 1,	• No

		and tenant protection apply to all Landlords and Tenants in Rental Units within the Unincorporated areas of the County, unless otherwise exempted by federal or State law. Exemptions include institutional facilities, housing accommodations owned or managed by government, hotels, motels, or other facilities with transient guests, owner occupied shared housing, and vacant rental units that are not offered for rent.	2025, annual Rent increases for Fully Covered Rental Units are limited to sixty percent (60%) of the percentage change in the average CPI over the previous 12-month period ending in September, not to exceed a maximum Rent increase of three percent (3%), unless otherwise approved by the Department.	

Update on the City's Housing Enforcement Unit and Related Programs; and Discuss Possible Updates to Burbank's Tenant Protections

City Council
October 28, 2025

COMMUNITY DEVELOPMENT

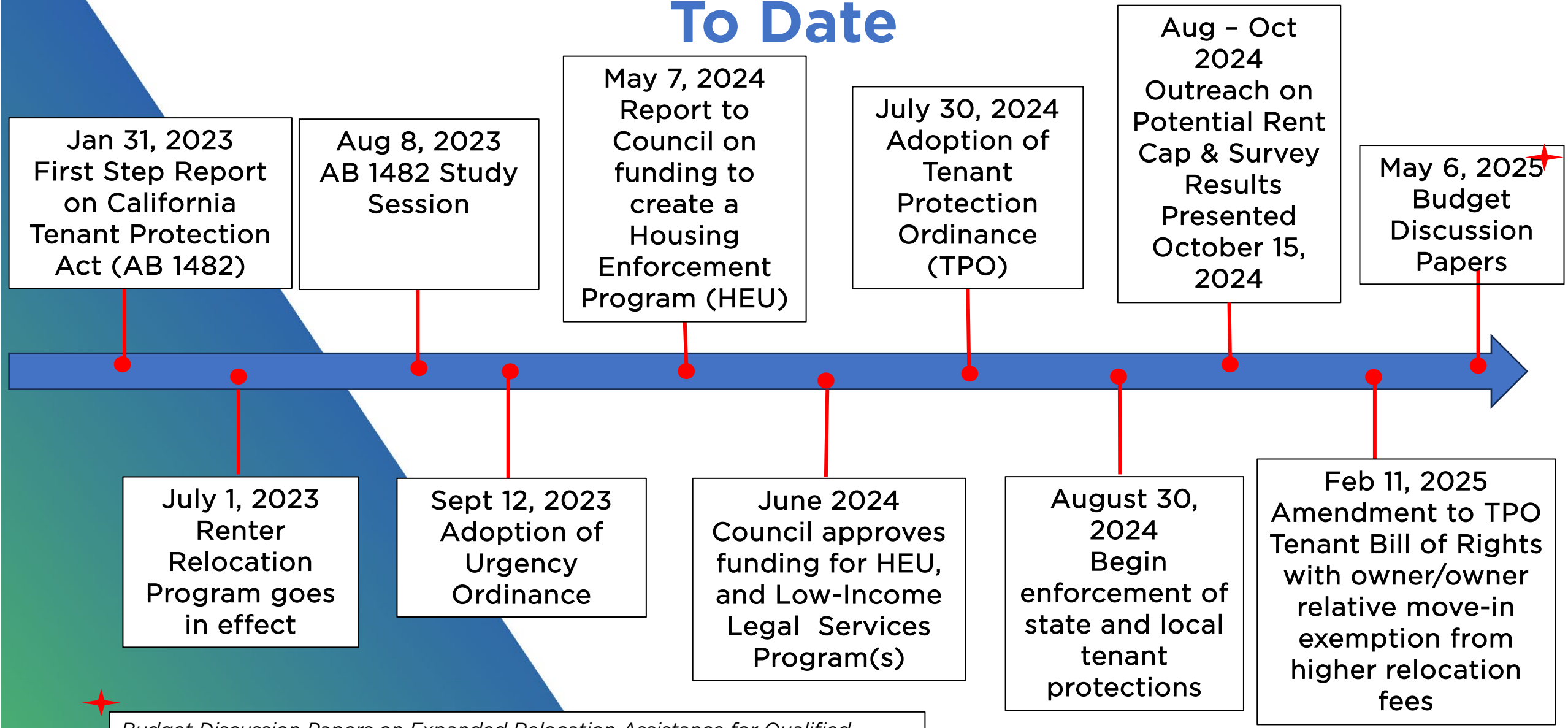
Programs and Regulations Under Consideration

Provide direction, if any, on existing and/or potential programs & regulations related to tenant protection in the City of Burbank.

Decision Points:

- Ending Renovation Evictions
- Universal Just Cause
- Expanded Relocation Assistance Payment
- Data Program
- Hard Rent Cap vs. Soft Rent Cap

Burbank Tenant Protection Efforts To Date



Budget Discussion Papers on Expanded Relocation Assistance for Qualified Households & Rental Data Collection paused for FPPC inquiry.

Burbank Tenant Protection Efforts To Date

Housing Enforcement Unit

- Intake & Housing Referrals
- Habitability Inspections
- Social Services Coordination
- Legal Mediation
- Legal Assistance Grant

Relocation Assistance

- Budget Discussion Paper on Expanded Relocation Assistance for Qualified Households*
- Mom & Pop Exemption
- Heightened Relocation Assistance
- Initial Tenant Relocation Assistance for Renovation Eviction

Anti-Retaliation & Anti-Harassment

- Tenants Bill of Rights
- Anti-Retaliation Provisions

Rental Registry

- Budget Discussion Paper - Program for Rental Unit Data Collection*

Rent Cap Outreach

- Outreach on Potential Rent Cap Options and Survey

Eviction Protection

- Proof of Substantial Remodeling

**** Paused due to FPPC Restriction***

Housing Enforcement Unit & Landlord Tenant Commission

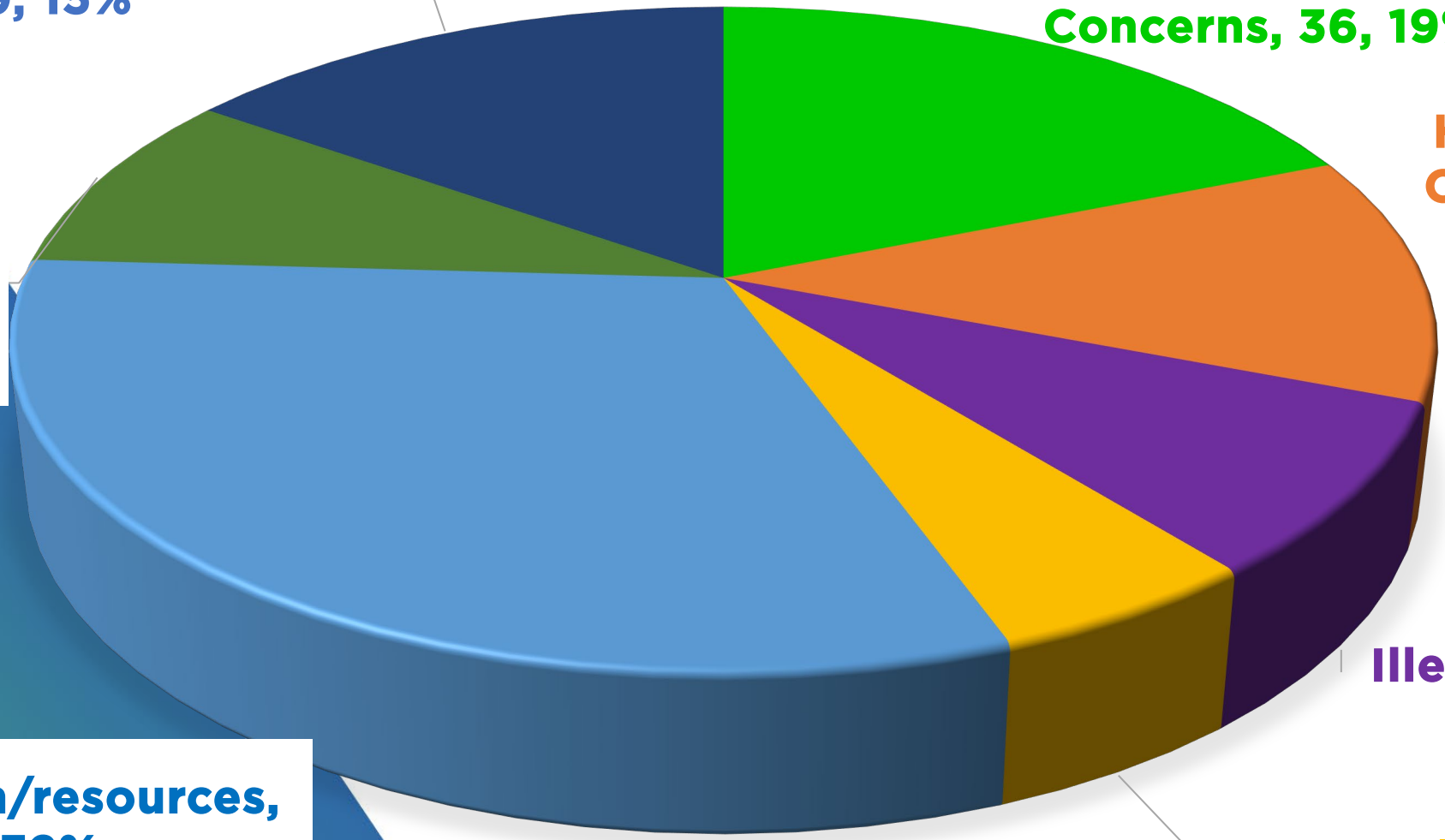
Housing related calls since March 2025	673
HEU Cases since August 2024	191✦
Notice of Violation sent by City Attorney's Office	12
Number of Housing Clinics	4
Number of People Assisted by Housing Clinics	34

✦ *Breakdown of HEU related cases in future slide.*

Housing Enforcement Unit & Landlord Tenant Commission - CONTINUED

Number of HEU Cases sent to CAO Legal Mediation	4
Number of HEU Cases sent to Low Income Legal Representation	2
Number of LTC Meetings since January 2025	9
Number of LTC Cases	8

Breakdown of Housing Enforcement Unit Cases



Lease Agreement Questions, 29, 15%

Eviction Related Cases & Concerns, 36, 19%

Habitability Concern, 23, 12%

Harrassment/ Retaliation Concern, 17, 9%

Illegal Eviction, 16, 8%

Information/resources, 60, 32%

Illegal/unreasonable rent increase, 10, 5%

Tenant Protection Programs Implemented in the City of Burbank

Tenant Protection Programs/Measures	Date of Implementation	Cost
Renter Relocation Assistance	July 2023	$600,000 (One-time)
Housing Enforcement Unit	July 2024	$650,000 (Recurring)
Legal Mediation & Low-Income Legal Service Grant Programs	July 2024	$100,000 (One-time)
Rent Cap Outreach Survey & Community Meetings	Aug – Oct 2024	$300,000 (One-time)

Tenant Protection Regulations that apply in Burbank

- Just Cause Protections
  - Tenants must occupy a unit for at least 12 months
  - Just cause stated in a written notice to terminate tenancy

- Relocation Assistance or Rent Waiver (City Council approved an increased Relocation Assistance — three-month of tenant's rent for all no-fault just cause evictions)

- Statewide Rent Cap
  - 5% + Increase in CPI, with max. increase limited to 10%

The current CPI is 3% and the current rent cap is 8%

Tenant Protection Regulations Implemented in the City of Burbank

Tenant Protection Regulations	Completed	Date of Completion
Eviction Protection	Proof of Substantial Remodeling	September 2023
Relocation Assistance	Initial Relocation Assistance for Renovation Eviction	September 2023
	Heightened Relocation Payment Requirement for all No-Fault Evictions	July 2024
	Exception for No-Fault Evictions due to Owner or Owner Relative Move-in	March 2025

Tenant Protection Regulations Implemented in the City of Burbank - CONTINUED

Tenant Protection Regulations	Completed	Date of Completion
Anti-Retaliation and Anti-Harassment	Anti-Retaliation Provisions	July 2024
	Tenants Bill of Rights Anti-Harassment Provisions	March 2025

Additional Tenant Protection Regulations & Programs for Council Consideration

Tenant Protection Strategies	Requires Council Direction
Eviction Protection	Ending Renovation Evictions
	Just Cause requirement for “all units“
Heightened Relocation Assistance	Additional Relocation Payments for Qualified Tenants (2024-25 Budget Discussion Paper)
Rent Registry (Data Program)	Monitor Rental Housing Stock and Trends including Rental Rate & Rent Increases (2024-25 Budget Discussion Paper)

Additional Tenant Protection Regulations & Programs for Council Consideration - CONTINUED

Tenant Protection Strategies	Requires Council Direction
Rent Cap	Local Cap on Rent Increases with Fair Rate of Return Review
	Status Quo – AB 1482 cap plus existing local relocation burden
	Local Soft Cap on Rent Increases with Added Relocation Assistance Option

Landlord Tenant Commission

For Future Council Consideration:

- Potential Update to Existing Powers and Duties

- Potential Renaming
  - Both BMC and State law use the phrase “owner of the residential real property”
  - State law also includes the term “landlord”

Ending Renovation Evictions

Jurisdictions that eliminated Renovation Evictions:

- Bell Gardens
- Beverly Hills
- County of Los Angeles
- Culver City

Jurisdictions that provide heightened protections for Renovation Evictions:

- Claremont
- Glendale
- Pasadena

Jurisdictions that follow AB 1482 regulations for Renovation Evictions:

- Long Beach

Extension of "Just Cause" Protections to All Rental Types

Jurisdiction	Universal Just Cause	Applicability
Bell Gardens	Yes	Structure or part of a structure that is used as a home, residence, or sleeping place
Beverly Hills	No	Multi-family units with two or more units with a few exceptions including SF units and units with COO issued after Feb 1, 1995
Claremont	No	All units covered under AB 1482
Culver City	Yes	Structure or part of a structure that is used as a home, residence, or sleeping place

Extension of "Just Cause" Protections to All Rental Types - CONTINUED

Jurisdiction	Universal Just Cause	Applicability
Glendale	No	Rental units located on a parcel containing more than two units
Long Beach	No	All units covered under AB 1482
Pasadena	Yes	All rental units including units exempt from rent control pursuant to Costa Hawkins, inclusionary housing density bonus units, and Section 8 units. Excludes SF units with temporary tenancy and units where owner shares kitchen / bathroom
County of Los Angeles	No	Rentals with 2 or more units with COO issued on or before Feb 1, 1995.

Expanded Relocation Assistance for Qualified Tenants

Jurisdiction	Expanded Relocation Assistance for Qualified Tenants	
Bell Gardens	Yes	Households with seniors (62 yrs), disabled, children (<18 yrs), low-income tenants, and tenants who have continuously resided in a unit for 5 yrs+ eligible for additional relocation.
Beverly Hills	Yes	Households with seniors (62 yrs), disabled, and minors (<18 yrs) entitled to additional $2k relocation.
Claremont	No	
Culver City	No	

Expanded Relocation Assistance for Qualified Tenants - CONTINUED

Jurisdiction	Expanded Relocation Assistance for Qualified Tenants	
Glendale	Yes	Household with low-income tenants pursuant to Section 8, seniors (70 yrs), disabled, school-aged children (pre-k through 12) enrolled in public-school eligible for additional relocation fees.
Long Beach	No	
Pasadena	Yes	Additional moving expense for households with dependents, disabled, or seniors.
County of Los Angeles	Yes	Households with seniors (62 yrs), children (<18 yrs), and lower income tenants eligible for additional relocation.

Data Program – Survey Cities

Jurisdiction	Local Rent Cap	Rent Registry
Bell Gardens	Yes	Yes
Beverly Hills	Yes	Yes
Claremont	No	No
Culver City	Yes	Yes
Glendale	No	No
Long Beach	No	No
Pasadena	Yes	Yes
County of Los Angeles	Yes	Yes

Data Program – Other Communities

Jurisdiction	Local Rent Cap	Rent Registry
El Cerrito	No	• Rent Registry Ordinance eff. June 2019 • All residential rental properties subject to registration • Rent Registry relies on the City Rental Business Licenses for reporting • Participation is mandatory • Annual fee $49.00/unit July 1, 2024 – June 30, 2025
Marin County	No	• Ordinance establishing Rent Registry approved Jan 2019 • Three dwelling units or more required to register • No registry fee • Rent Registry operates in conjunction with Business License application

Data Program – Other Communities

Jurisdiction	Local Rent Cap	Rent Registry
Palo Alto	No	• Rent Registry Ordinance adopted in Dec. 2023 • Three dwelling units+ required to register • Rental registry fee for first year waived • The Rental Registry Program uses a separate software not tied to the city's business licenses.
San Leandro	No	• Rent Registry Ordinance adopted in Mar. 2025 • All residential rental properties with a few exceptions subject to registration • Registry uses separate software not tied to the city's business licenses • Registry fee to be determined by the Council

Local Rent Cap including "Soft Caps"

Jurisdiction	Local Rent Cap	Rent Increase Pursuant to Local Rent Cap
Alameda	- Hard Cap - Soft Cap for units exempt from local rent cap and AB 1482	- Ordinance providing relocation payment to displaced tenants adopted in Sept. 2019 - Rent cap increase is 70% of % change in CPI for 12-month period, provided increase shall not be > 5% and < 1% - Rent increases above 10% trigger relocation fees for units exempt from local rent cap and AB 1482

Local Rent Cap including "Soft Caps" - CONTINUED

Jurisdiction	Local Rent Cap	Rent Increase Pursuant to Local Rent Cap
Glendale	Soft Cap	- Glendale's Rental Rights Program eff. Mar. 2019 - Relocation fee required if tenant chose to vacate due to a rent increase >7% during the 12-months preceding the effective date of the increase - Cap at the lower of AB 1482 cap of 5% + CPI or 10%
Santa Cruz	Soft Cap	- Large Rent Increase Ordinance eff. Nov. 2018 - Relocation fee required if tenant relocates due to a rent increase exceeding 5% in one year or cumulatively 7% in two consecutive years

Local Rent Cap including "Soft Caps" - CONTINUED

Jurisdiction	Local Rent Cap	Rent Increase Pursuant to Local Rent Cap
Bell Gardens	Hard Cap	Rent increase no more than 50 % of the change in CPI, or 4%, whichever is lower
Beverly Hills	Hard Cap	Increases shall not exceed the greater of 3% of the rental rate in effect or % equal to the % increase, if any, of CPI
Claremont	No	Follows state mandated rent increase of 5% + CPI or 10%, whichever is lower
Culver City	Hard Cap	Rent increase not to exceed the percentage change in CPI Increase limited to 5% every year. Increase limited to 2% if change in CPI is < 2%

Local Rent Cap including "Soft Caps" - CONTINUED

Jurisdiction	Local Rent Cap	Rent Increase Pursuant to Local Rent Cap
Long Beach	No	Follows state mandated rent increase of 5% + CPI or 10%, whichever is lower
Pasadena	Hard Cap	75% of increase in CPI
County of Los Angeles	Hard Cap	Increase limited to 60% of the % change in the average CPI over the previous 12-month period, not to exceed max. increase of 3%

Preliminary Estimate of New Tenant Protection Programs & Regulations

Tenant Protection Regulation/Program	Preliminary Estimate
Ending Renovation Evictions	• One-time Cost associated with Staff Time • Annual operational cost associated with staffing
Just Cause requirement for “all units“	
Local Soft Cap on Rent Increases with Added Relocation Assistance Option	
Additional Relocation Payments for Qualified Tenants	• One-time cost of $600,000 for an Enhanced Relocation Assistance Program

Preliminary Estimate of New Tenant Protection Programs & Regulations - CONTINUED

Tenant Protection Regulation/Program	Preliminary Estimate
Rent Registry (Data Program)	• $200,000 (Annual)
Rent Cap • Local Cap on Rent Increases with Fair Rate of Return Review	• Up to $6 Million (Annual operational Cost including staffing)
Status Quo – AB 1482 cap plus existing local relocation burden	• No new cost to the City's General Fund

Next Steps

City Council has taken significant steps related to tenant protections in the past two years.

- Staff seeks direction on existing or potential new strategies related to tenant protections including updates to the TPO
- Identify possible funding sources based on Council direction
- Based on Council's direction, staff requires time to conduct appropriate, more detailed research relevant to the specific potential new strategies or regulations

Recommendation

Provide direction on existing and/or potential programs & regulations related to tenant protection in the City of Burbank.

Decision Points:

- Ending Renovation Evictions
- Universal Just Cause
- Expanded Relocation Assistance Payment
- Data Program
- Hard Rent Cap vs. Soft Rent Cap

In case of no direction on these new points, staff will continue to implement the current City Ordinance and State Laws.

Questions?

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COMMUNITY DEVELOPMENT