AMENDED
BURBANK CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JULY 28, 2026
4:30 p.m. – Closed Session
5:00 p.m. – Study Session
6:00 p.m. – Open Session
Council Chamber
275 E. Olive Avenue, Second Floor
***Amended to update the Zoom link and Webinar ID**

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, July 28, 2026, at 4:30 p.m., to discuss matters on the attached agenda.

Members of the public have the option to participate in the meeting in-person or remotely. They may also submit their written comments regarding City business using the eComment feature on the City website.

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. **Written comments:** Submit comments through eComment on the City website (https://www.burbankca.gov/web/city-clerks-office/ecomment) from the time the agenda is posted until 3:30 p.m. the day of the meeting. eComments will be distributed to the City Council in advance of the meeting.
2. **In-person**: Attend and provide comments in the Council Chamber.
3. **Remote participation via Zoom (Audio Only, No Video):**
   Option A – Telephone
   Call (818) 238-3335
   - Enter the Meeting ID: **824 4125 6228**, then press #
   - Press # again to skip participant ID
   - Press *9 to raise or lower your hand
   - The City Clerk will identify callers by the last four digits of their phone number
   - When allowed to speak, you may be prompted to unmute by pressing *6
   - Webinar Passcode (if needed): 818238

Option B – Web Browser or Mobile Device

- Click **HERE** to join via Zoom.com
- Enter Meeting ID: **824 4125 6228**
- Webinar Passcode (if needed): 818238
- To request to speak during public comment, use the Raise Hand feature in Zoom.
- For instructions on how to raise your hand during the meeting, please click HERE.

Speaker time limits will be determined by the Presiding Officer, depending on how many public comment cards are received and how many remote participants are in the queue at the commencement of each public comment period (as shown below). Additional public comment cards and remote comments 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

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. **Public Comment**: (On Closed Session and Study Session items only) To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the "raise hand" feature in Zoom prior to the comment period.

B. **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 Sim v. City of Burbank
      c. Case No.: 26NNCV00718
      d. Brief description and nature of case: Personal Injury

C. **Study Session: 5:00 p.m. – 6:00 p.m. – Council Chamber**:

1. Review of Updates to the Accessory Dwelling Unit Ordinance – Community Development Department

   Recommendation:
   Note and file.

   Attachments:
   SR - ADU Ordinance Update
   Att1 - ADU Handbook
   Att2 - Technical Assistance Letters
   Att3 - Letter of Technical Assistance
   Att4 - Preliminary Review
   Att5 - HCD Corresspondences
   Att6 - LA County Ordinance Amendments
   Att7 - Ordinances

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

1. Welcome Sister City Delegates Visiting from Ota, Japan – City Council

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

K. **Presentations**:

1. Presentation of an Update from the Burbank Nonprofit Coalition – City Manager's Office

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

M. **General Public Comment**: (On any matter concerning City business and/or any agenda items.) To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the “raise hand” feature in Zoom prior to the comment period.

N. **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)

O. **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 a Resolution Approving a Cooperative Agreement with Wyatt Trapp, Inc. for the Robert E. Gross Park Seismic Retrofit and Renovation – Public Works Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH WYATT TRAPP, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE ROBERT E. GROSS PARK SEISMIC RETROFIT AND RENOVATION PROJECT.

   Attachments:
   SR - Wyatt Trapp Agreement
   Att1 - Resolution
   Att2 - Contract Amendment
   Att3 - Sourcewell Proposal
   Additional Documents - Memo
   Additional Documents - Updated Att2

2. Adoption of a Resolution Approving Measure M MSP-5 Subregional Fund Programming for Fiscal Years 2028-29 and 2029-30 – Community Development Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK UPDATING THE PROJECTS TO BE SUBMITTED TO THE ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY FOR FUNDING THROUGH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY MEASURE M MULTI-YEAR SUBREGIONAL PLAN TO INCLUDE THE OLIVE AVENUE BRIDGE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT AND THE BURBANKBUS TRANSIT AND MAINTENANCE FACILITY IMPROVEMENTS PROJECT, AND APPROVING A SAMPLE FUNDING AGREEMENT.

   Attachments:
   SR - Measure M Resolution
   Att1 - Resolution
   Att2 - Funding Agreement
   Att3 - Fund Allocations

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

1. Discussion on the Downtown Burbank Metrolink Station and Regional Transit Coalition Efforts – Community Development Department

   Recommendation:
   Note and file.

   Public Comment: To comment in person, a **YELLOW** Public Comment Card must be completed and submitted to the City Clerk prior to the comment period. To comment remotely, participants may join via Zoom (using the link on the agenda or by calling 818-238-3335). Remote commenters must join the queue to speak using the “raise hand” feature in Zoom prior to the comment period.

   Council Action:

   Attachments:
   SR - Metrolink Station Coalition Efforts

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

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

1. Council Member Rizzotti's request for a report regarding data centers, including their qualification criteria, whether they are allowed by right under the City's zoning regulations, and their potential impact. (July 21, 2026)

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

T. **Adjournment**: To Tuesday, August 11, 2026, for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: July 28, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Asst. Community Development Director – Planning
Scott Plambaeck, Planning Manager
Amanda Landry, Principal Planner
Greg Mirza-Avakyan, Senior Planner
BY: Fatima Benitez, Associate Planner

SUBJECT: Review of Updates to the Accessory Dwelling Unit Ordinance

RECOMMENDATION

Note and file.

BACKGROUND

The State of California regulates the development of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units ("JADUs") in all single-family and multifamily residential zones. Over the last five years, eight amendments have been adopted. To ensure consistency with the State regulations, Planning staff monitor legislative actions and prepare regular updates to the City's regulations and development standards related to ADUs and JADUs (ADU Program). The most recent update to the City's ADU Program was adopted by the City Council on November 7, 2023, to ensure consistency with two state bills from the 2022 legislative session: Senate Bill 897 and Assembly Bill 2221.

Since the City's 2023 update to its ADU regulations, the California Legislature has enacted additional amendments to State ADU and JADU law, and the California Department of Housing and Community Development ("HCD") [1] has issued updated guidance regarding the interpretation of State ADU law. Although Planning staff has

[1] HCD is responsible for monitoring local compliance with State ADU Law (Cal. Gov't Code §65585(j)(15)).

previously prepared minor updates to the City's ADU regulations to maintain consistency with state law, the extent of the amendments from the 2023, 2024 and 2025 legislative sessions, combined with HCD's recently released 2026 ADU Handbook (Attachment 1) and recent technical assistance letters issued to other jurisdictions (Attachment 2), required a more comprehensive update of the City's ADU Program to ensure compliance with current statutory requirements within State ADU Law.

On December 5, 2025, the City received a technical assistance letter from HCD requesting that the City demonstrate how the current ADU Program complies with state law or provide a timeline for bringing the City's ADU Program into compliance (Attachment 3). Staff responded to HCD and indicated that the City was in the process of preparing amendments to the ADU Program, with adoption anticipated by mid-to-late summer of 2026. Draft updates to the City's ADU Program were submitted to HCD for preliminary review on February 26, 2026, and HCD responded on April 3, 2026, with a comment letter (Attachment 4) identifying additional modifications to ensure consistency with State ADU Law.

As part of its review, HCD confirmed its most recent interpretation of State ADU Law ("HCD Interpretation") indicating that jurisdictions with a local ADU program must allow up to four ADUs on a lot with a single family dwelling in the following combination: one ADU approved under the local ADU program **in *addition to*** up to two ADUs and one JADU that must be approved under Government Code ("GC") Section 66323 (collectively, "66323 Units") (Attachment 5). Under Government Code Section 66323, local agencies must ministerially approve 66323 Units, without applying any local development standards. Prior to this HCD Interpretation, it was understood that jurisdictions were required to allow up to three ADUs on a lot with a single-family dwelling in accordance with GC Section 66323, but could deny a fourth ADU under a local ADU program. Now, under HCD Interpretation, if the City retains its Local ADU Program, the City will be subject to the following requirements:

1) A lot containing a single-family residential unit is eligible to build the following units, in addition to a primary single-family residence:
    - One ADU authorized through the City's local ADU Program (subject to the City's local development standards); and
    - One detached ADU of up to 800 square feet pursuant to GC Section 66323; and
    - One conversion ADU created within existing space of the single-family residence or accessory structure pursuant to GC Section 66323; and
    - One JADU within the existing space of the single-family residence pursuant to GC Section 66323.

2) A lot containing an existing or proposed multifamily dwelling is eligible to build the following, in addition to the primary multifamily dwelling:
    - At least one ADU within the non-habitable space of an existing multifamily dwelling or up to 25% of the existing multifamily dwelling units; and
    - Up to two detached ADUs on a lot with a proposed multifamily dwelling; or
    - Up to eight detached ADUs on a lot with an existing multifamily dwelling, not to exceed the number of existing units on a lot.

Under the HCD Interpretation, a full buildout on an R-1 (single-family residential) zoned lot in the City could potentially result in four ADUs along with the primary single-family unit, for a total of five residential units on a lot originally developed with a single dwelling unit.

Based on HCD Interpretation, Los Angeles County currently allows applicants to build both 66323 Units and locally authorized ADUs concurrently, demonstrating that the HCD Interpretation is being actively implemented by local agencies throughout California (Attachment 6). Currently, the City maintains its Local ADU Program and staff is therefore processing ADU applications consistent with State ADU Law.

In addition to establishing minimum requirements for ADUs and JADUs, State ADU Law also allows local agencies to adopt ordinances authorizing ADUs to be sold separately from the primary residence as condominiums. In response to a request from Vice Mayor Mullins on May 4, 2026, staff evaluated these State ADU Law provisions and assessed whether adopting regulations authorizing the separate conveyance of ADUs as condominiums would be appropriate for the City. Following this review, staff determined that authorizing the separate sale of ADUs as condominiums is an optional provision under State ADU Law and is not recommended at this time. Allowing the separate sale of ADUs would be inconsistent with the City Council's goals and the General Plan's policies to preserve the character and stability of established residential neighborhoods. Accordingly, the proposed amendments are limited to those necessary to maintain consistency with State ADU Law and HCD's interpretation.

DISCUSSION

The City of Burbank’s existing policies and legislative platform emphasize supporting Accessory Dwelling Units and Junior ADUs with reasonable limitations to ensure compatibility with existing single-family homes and surrounding neighborhoods. These guiding principles reflect the City’s intent to encourage additional housing opportunities while maintaining the quality, character, and stability of established residential areas. As the City continues balancing local planning priorities with evolving state housing mandates, recent direction from state agencies requires careful consideration.

If the City retains a local ADU Program and applies the HCD Interpretation, a property could potentially be developed with up to five residential units in a single-family residential zone. Pursuant to State Density Bonus Law (GC Sections 65915-65918), housing projects consisting of five or more units may be eligible to seek additional residential density and waivers from the City's objective development standards, potentially resulting in up to a 100% density bonus.

Taking into consideration the City's goals, policies and legislative platform, the following options were developed:

Option 1: Remove the Local ADU Program but Retain the R-1-H and Very High Fire Hazard Severity Zone (VHFHSZ):
Under this option, the City would eliminate its local ADU program, including the options for locally permitted ADUs, while retaining the existing residential horse keeping zone (R-1-H) and Very High Fire Hazard Severity Zone (VHFHSZ) limitations and applying those provisions to State mandated ADUs authorized pursuant to Government Code Section 66323. These limitations currently restrict the construction to just one ADU, and in case of the horse keeping zone, restrict new ADUs to conversions of certain existing structures. While this option would preserve specific locally adopted standards previously supported by Council (Attachment 7), there is a risk that HCD could determine that the ordinance remains inconsistent with State ADU Law.

Option 2: Eliminate the Local ADU Program and Allow Only State Mandated ADUs:
Under this option, the City would repeal the Local ADU Program in its entirety, including the R-1-H and VHFHSZ provisions, and rely exclusively on State ADU Law. This option provides the highest level of certainty that the City's proposed Ordinance and updates to the ADU Program will comply with State law and receive HCD approval. It also minimizes the potential for additional ADUs beyond those required by state law and reduces the likelihood that a property could reach a unit count that may qualify for additional units under State Density Bonus Law. However, by eliminating the Local ADU Program there will be no local incentives for building ADUs pursuant to local development standards, and all ADUs and JADUs will be built only in accordance with the minimal development standards listed in GC Section 66323.

Option 3: Retain and Update the Local ADU Program consistent with State ADU Law and the HCD Interpretation:
Under this option, the City would retain the existing R-1-H and VHFHSZ restrictions on local ADUs while updating the remainder of the Local ADU Program to address HCD's comments. Implementing this approach would require additional findings and ordinance revisions, and it may still raise compliance concerns with HCD. This option would also allow the Local ADU Program to be combined with state mandated ADUs, which could result in an R1 zoned lot containing five or more units. A lot with five or more units could

enable developers to request additional units beyond what is typically allowed for ADUs under State Density Bonus Law.

Option 4: Retain and Update the Local ADU Program consistent with State ADU Law, but reject the HCD Interpretation:
Under this option, the City would update the Local ADU Program consistent with recent updates to State ADU Law. However, the City would retain its existing interpretation of State ADU Law and reject the recent HCD Interpretation. The Local ADU Program would give residents the option to build an ADU subject to the City's local development standards (which in some cases, allow larger ADUs than what is authorized under GC Section 66323). However, developers would not be eligible to build a local ADU if the lot contains State-mandated 66323 Units. Option #4 minimizes the potential for building five units on a single-family lot and triggering additional units under State Density Bonus Law, but it will raise compliance concerns with HCD. The City would have to follow the process in GC Section 66326(b)(2)(B) to adopt the local ordinance with findings that explain the reasons the City believes the Local ADU Program complies with State ADU Law. Under this scenario, there is a risk that HCD may disagree with the City's findings and alert the Attorney General, who could pursue enforcement action against the City. Potential consequences include decertification of the Housing Element, the associated statutory penalties, and litigation initiated by either the Attorney General or affected property owners.

Staff is preparing an Ordinance reflecting Option #1 to be presented to the Planning Commission as a Zone Text Amendment for formal consideration and recommendation. Following Planning Commission action, the proposed ordinance will be presented to City Council for possible introduction and adoption. Option #1, to eliminate the local program but retain the R-1-H and VHFHSZ, provides the most straightforward path to complying with the HCD Interpretation while facilitating ADU and JADU development that is more compatible with the City's existing vision for residential zones.

ENVIRONMENTAL REVIEW

This staff report is for informational purposes about the status of the ADU Ordinance Update and has no potential for resulting in a direct or indirect physical change to the environment and falls outside the definition of a "project" under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA pursuant to Section 15378 of Title 14 of the California Code of Regulations.

FISCAL IMPACT

There is no fiscal impact associated with this report.

CONCLUSION

If the City applies the HCD Interpretation, retaining the local ADU program would require the City to allow local ADUs in addition to state mandated ADUs authorized under Government Code Section 66323. As a result, the number of residential units permitted on single-family residential lots could increase significantly beyond what the City has previously planned for and contemplated. This increase in residential density could affect the City's policies regarding development of ADUs that are appropriately scaled and compatible with existing single-family homes and surrounding neighborhoods.

ATTACHMENTS

Attachment 1 – March 2026 ADU Handbook
Attachment 2 – City of Port Hueneme – Technical Assistance Letters
Attachment 3 – City of Burbank ADU Ordinance Updates - Letter of Technical Assistance
Attachment 4 – City of Burbank's Draft ADU Ordinance Preliminary Review
Attachment 5 – HCD Correspondences
Attachment 6 – LA County 2026 ADU Ordinance Amendments
Attachment 7 – Ordinance Nos. 18-3,901; 19-3,928; 20-3,931









CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

ACCESSORY DWELLING UNIT HANDBOOK

March 2026

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ADUs in California

Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) are innovative and effective options for adding much needed housing in California. Since 2016, State ADU Laws have continued to evolve to further lower barriers to the development of more affordable housing as the Legislature works to address the housing crisis across the state. As these laws change, HCD's goal is to ensure consistency and clarity in the application of these laws through education, technical assistance, and enforcement.[1]

Benefits of ADUs
ADUs provide a wide range of benefits, including:

- ADUs are an **affordable** type of home to construct in California because they do not require paying for land, major new infrastructure, structured parking, or elevators.
- ADUs can provide a **source of income** for homeowners.
- ADUs are often built with **cost-effective wood frame construction**, which is significantly less costly than homes in new multifamily infill buildings.
- ADUs allow **extended families** to be near one another while maintaining **privacy**.
- ADUs can provide as much **living space** as many newly built apartments and condominiums, and they're suited well for individuals, couples, small families, friends, young people, and older adults.
- ADUs give homeowners the **flexibility** to share independent living areas with family members and others, allowing older adults to age in place.

Indeed, Californians are increasingly recognizing the benefits of ADUs, and ADUs are making a difference. Between 2016-2024, the number of ADUs permitted annually in the state grew from 1,336 to 30,354, a 20-fold increase. In 2024, ADUs comprised more than 26.6 percent of all homes permitted statewide.

ADUs as an Infill Development Strategy
ADUs are, by definition, created in areas that are already developed but where land may be underutilized. Moreover, restrictions on parking requirements for ADUs that are located near transit create further incentives to build ADUs, particularly in places that provide easy access to jobs and other amenities, further reducing reliance on vehicles.

As a result, ADU construction is a key infill development strategy that contributes to, among other things, reducing greenhouse gas emissions and improving air quality by reducing the distance people need to travel; reducing conversion of agricultural land, sensitive habitat, and open space for new development; reducing costs to build and maintain expensive infrastructure; and facilitating healthy and environmentally friendly active transportation.

[1] This updated ADU Handbook references the law as amended by recent legislation that went into effect on January 1, 2026.

In light of changing laws around ADUs and the growing importance of this housing type, HCD has updated this ADU Handbook and continues to be committed to facilitating housing production at all income levels.

The California Department of Housing and Community Development

With the vision that one day, every California resident can live, work, and play in healthy communities of opportunity, it is the mission of HCD to provide safe, affordable homes and vibrant, inclusive, sustainable communities for all Californians. HCD accomplishes this by increasing and preserving the supply of affordable places to live in California and by creating effective solutions to the housing crisis through policy and research.

Housing Accountability Unit
California's housing crisis has reached historic proportions despite the passage of numerous laws intended to increase the supply of housing affordable to Californians at all income levels. As part of the 2021-2022 state budget, HCD received additional staff to grow its accountability efforts and formed the Housing Accountability Unit (HAU). While education and technical assistance are always the first step in HCD's accountability efforts, the HAU holds jurisdictions accountable for meeting their housing element commitments and complying with state housing laws. Violations of state housing laws, including State ADU Law, may lead to consequences, including revocation of housing element certification and referral to the California Office of the Attorney General.

Technical Assistance
There may be uncertainty, or a need for education at the local level about how to comply with state law, especially as state laws evolve. HCD provides technical assistance to property owners and developers who are seeking to create ADUs, as well as to advocates, local agencies, and other interested parties.

Any questions regarding the application of State ADU Law may be submitted to HCD via the online ADU Portal. Please provide as much detail as possible in the online form. HCD may request additional information, including, but not limited to denials and communications from the local agency.

Local agencies seeking assistance or submitting an ADU ordinance to HCD, must also use the online portal.

For questions beyond what this Handbook provides, stakeholders are encouraged to contact their local permitting agency (e.g., city or county) or private attorney.

Enforcement of State ADU Law
Since 2016, HCD has had statutory authority to review local agencies' ADU ordinances, and as of January 1, 2024, HCD also has the authority to enforce all State ADU Laws. HCD's ADU team reviews local ordinances for compliance with State ADU Law and sends findings letters and, when necessary, may escalate its enforcement. To ensure consistency, the HAU works closely with other HCD divisions.

The ADU team is committed to supporting the public, local agencies, and partner agencies with understanding and complying with State ADU Law.

Glossary

66323 Units
One of the four delineated types of ADUs (and JADUs) that must be permitted pursuant to Government Code section 66323. **Source:** Government Code section 66323

Accessory Dwelling Unit (ADU)
An attached or a detached residential dwelling unit that provides complete, independent living facilities for one or more persons, and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is, or will be, situated.

An ADU also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

Source: Government Code section 66313, subdivision (a)

Accessory Structure
A structure that is accessory and incidental to a dwelling located on the same lot. **Source:** Government Code section 66313, subdivision (b)

Applicant
The person or party responsible for the submittal of an application seeking a permit.

Application
A formal request to perform work, which includes all information as required.

Certificate of Occupancy
A document issued by local California Building and Safety departments which certifies that a commercial space or newly constructed residential building has been inspected for compliance with the California Building Standards Code and local ordinances which govern construction and occupancy. **Source:** 2025 California Residential Code section R110

Common Interest Development
Any of the following:

(a) A community apartment project.

(b) A condominium project.

(c) A planned development.

(d) A stock cooperative.

Source: Civil Code section 4100

Covenants, Conditions, and Restrictions (CC&Rs)
A set of rules governing the use of a certain piece of real estate in each community. “Governing documents” includes declarations, bylaws, operating rules, articles of incorporation, or articles of association, which govern the operation of the common interest

development or association. **Source:** Civil Code section 4150

Efficiency Dwelling Unit
A dwelling unit which contains a minimum of 190 square feet in living space, a separate closet, kitchen sink, cooking appliance, refrigerator, and a separate bathroom containing a water closet, lavatory, bathtub, or shower. **Source:** Government Code section 66313, subdivision (a)(1); 2025 California Building Code section 1208.4

Habitable Space
A space in a building for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces. **Source:** 2025 California Building Code section 202.

High Quality Transit Corridor
A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours. **Source:** Public Resources Code section 21155, subdivision (b)

Impact Fee
“Impact fee” has the same meaning as the term “fee” as defined in subdivision (b) of Section 66000, and includes the fees specified in Section 66477. “Impact fee” does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation. **Source:** Government Code section 66311.5, subdivision (c)(2)

Interior Livable Space
A space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation. Livable space includes bedrooms, bathrooms, kitchens, laundry rooms, closets, and interior stairs. **Source:** Government Code section 66313, subdivision (e)

Junior Accessory Dwelling Unit (JADU)
A unit that is no more than 500 square feet in interior livable space and contained entirely within a single-family residence. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure. **Source:** Government Code section 66313, subdivision (d)

Living Area
The interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure. **Source:** Government Code section 66313, subdivision (f)

Local Agency
A city, county, or city and county, whether general law or chartered. **Source:** Government Code section 66313, subdivision (g)

Major Transit Stop
A site containing any of the following:

(a) An existing rail or bus rapid transit station.
(b) A ferry terminal served by either a bus or rail transit service.
(c) The intersection of two or more major bus routes with a frequency of service interval of 20 minutes or less during the morning and afternoon peak commute periods.

Source: Public Resources Code section 21064.3

Manufactured Home

A structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. **Source:** Health and Safety Code section 18007, subdivision (a)

Ministerial Approval

Considered and approved without discretionary review or a hearing. **Source:** Government Code section 66317, subdivision (a)

Multifamily Dwelling

For the purposes of State ADU Law, a structure with two or more attached dwelling units on a single lot is considered a multifamily dwelling structure. Multiple detached single-family dwelling units on the same lot are not considered multifamily dwelling units for the purposes of State ADU Law. Please note, this does not affect the number of units allowable under Government Code section 66323, subdivision (a)(4), which allows ADUs on a lot with a multifamily dwelling structure, but requires the ADUs to be detached from the multifamily dwelling structure, not *within* the multifamily dwelling structure.

Nonconforming Zoning Condition

A physical improvement on a property that does not conform with current zoning standards. **Source:** Government Code section 66313, subdivision (h)

Objective Standards

Standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the applicant or proponent and the public official prior to submittal. **Source:** Government Code section 66313, subdivision (i)

Passageway

A pathway that is unobstructed, clear to the sky, and extends from a street to one entrance of the ADU. **Source:** Government Code section 66313, subdivision (j)

Permitting Agency

Any entity that is involved in the review of a permit for an ADU or JADU, and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts. **Source:** Government Code section 66313,

subdivision (k)

Planned Development
A real property development other than a community apartment project, a condominium project, or a stock cooperative, having either or both of the following features:

(a) Common area that is owned either by an association or in common by the owners of the separate interests who possess appurtenant rights to the beneficial use and enjoyment of the common area.

(b) Common area and an association that maintains the common area with the power to levy assessments that may become a lien upon the separate interests in accordance with Article 2 (commencing with Section 5650) of Chapter 8. **Source:** Civil Code section 4175

Proposed Dwelling
A dwelling that is the subject of a permit application and meets the requirements for permitting. **Source:** Government Code section 66313, subdivision (l)

Public Transit
A location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public. **Source:** Government Code section 66313, subdivision (m)

Qualified Buyer
Persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code. **Source:** Government Code section 66340, subdivision (a); Health and Safety Code section 50093

Qualified Nonprofit Corporation
A nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program. **Source:** Government Code section 66340, subdivision (b)

Reasonable Restrictions
Restrictions that do not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct, an ADU or JADU. Reasonable restrictions shall not include any fees or other financial requirements. **Source:** Civil Code section 4751, subdivision (b), and Civil Code section 714.3, subdivision (b)

Single-Family Dwelling
For the purposes of State ADU Law, a single-family dwelling is a single unit providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking, and sanitation, and existing as a separate interest of real property, such as a detached single-family dwelling or a townhouse.

Substandard Building

Any building or portion thereof, or premises on which the building is located, in which there exists any of a long list of conditions that endanger the life, limb, health, property, safety, or welfare of the public or occupants thereof. **Source:** Health and Safety Code section 17920.3

Tandem Parking

Two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another. **Source:** Government Code section 66313, subdivision (n)

Summary of Recent Changes to ADU Law



In Government Code section 66310, subdivision (d), the California Legislature declared that allowing ADUs in zones that allow single-family and multifamily uses provides additional rental housing and is an essential component in addressing California's housing needs. Over the years, State ADU Law has been revised to improve its effectiveness in creating more housing units. Major changes to State ADU Law between 2023 and 2026 further reduced barriers to the development of ADUs and JADUs. Within this context, HCD developed – and continues to update – this Handbook to assist local governments, homeowners, attorneys, architects, and the public in understanding and applying the requirements of state law. Below is a summary of recent legislation that amended State ADU Law.

Please visit https://leginfo.legislature.ca.gov for the complete statutory changes.

All local permitting agencies and interested parties should review the amendments to California law, effective between 2023 and 2026, regarding the creation of ADUs and JADUs.

2022 legislation includes the following changes to State ADU Law (effective January 1, 2023):

Assembly Bill (AB) 2221 (Chapter 650, Statutes of 2022, Section 1) and Senate Bill (SB) 897 (Chapter 664, Statutes of 2022, Sections 2.5, 4, 5, and 6) built upon recent changes to State ADU and JADU Law and further addressed barriers to the development of ADUs and JADUs. Due to SB 897 being chaptered after AB 2221, section 2.5 of SB 897 incorporated amendments to ADU Law proposed by both SB 897 and AB 2221.

- **Objective Standards.** Requires local agencies to only impose objective standards on ADUs, which "involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal" of an ADU permit application. (Gov. Code, § 66313, subd. (i). *See also* Gov. Code, §§ 66314, subd. (b)(1); 66323, subd. (g).)

- **Detached Garages.** Allows ADUs detached from the proposed or existing primary dwelling, including in detached garages (Gov. Code, § 66314, subd. (d)(3)).

- **Occupancy Change.** Provides that the construction of an ADU does not constitute a Group R occupancy change under the local building code, unless the local agency makes a

written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety (Gov. Code, § 66314, subd. (d)(8)).

- **Fire Sprinklers.** Precludes ADU construction from triggering a requirement that fire sprinklers be installed in the existing primary dwelling (Gov. Code, § 66314, subd. (d)(12)).

- **Permitting Process.** Requires a permitting agency to either approve or deny (replacing the former language "act on") an application to create or serve an ADU or JADU within 60 days from when a completed application is received, if there is an existing single-family or multifamily dwelling on the lot (Gov. Code, §§ 66317, subd. (a)(3); 66335, subd. (a)(3)).

- **Concurrent Permitting.** Clarifies that permitting agencies may concurrently approve or deny a proposed ADU and new single-family or multifamily dwelling when submitted simultaneously for permitting. The application for the ADU shall be considered without discretionary review or hearing. Clarifies that permitting agencies may concurrently approve or deny a proposed JADU and new single-family dwelling when submitted simultaneously for permitting. (Gov. Code, §§ 66317, subd. (a)(3); 66335, subd. (a)(3).)

- **Permitting Agency Denials.** Obligates a permitting agency, when it denies an ADU or JADU application, to "return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant" within 60 days from when a completed application is received. (Gov. Code, §§ 66317, subd. (b); 66335, subd. (b).)

- **Demolition Permits.** Adds a requirement for a local agency to review and issue a demolition permit for "a detached garage that is to be replaced with an ADU" at the same time it reviews, and issues permits for, the ADU construction. (Gov. Code, § 66314, subd. (e).) Also prohibits permitting agencies requiring applicants to "provide written notice or post a placard for the demolition of a detached garage ... unless the property is located within an architecturally and historically significant district." (Gov. Code, § 66314, subd. (f).)

- **Zoning & Setbacks.** Prohibits a local agency from requiring "a zoning clearance or separate zoning review or any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards." (Gov. Code, § 66321, subd. (b)(3).)

- **Detached ADU Height Allowances.** Establishes a base height limitation of 16 feet for detached ADUs (Gov. Code, § 66321, subd. (b)(4)(A)). Increases the maximum height limitation on a detached ADU to 18 feet if the ADU is "either within a half-mile walking distance of a major transit stop or a high-quality transit corridor" and provides for an additional two feet for roof pitch to align with the roof pitch of the primary dwelling unit." (Gov. Code, §§ 66321, subd. (b)(4)(B); 66323, subd. (a)(2)(B).) Increases the height to 18

feet for a detached ADU that is “on a lot with an existing or proposed multifamily, multistory dwelling.” (Gov. Code, § 66321, subd. (b)(4)(B).)

- **Attached ADU Height Allowances.** Establishes the maximum height limitation that may be imposed by a local agency on an attached ADU to 25 feet, or the existing primary dwelling height limit if lower than 25 feet. Does not require a local agency to allow an ADU to exceed two stories (Gov. Code, § 66321, subd. (b)(4)(D)).

- **Parking Requirements.** Prohibits local agencies from imposing parking in a number of specific circumstances (Gov. Code, § 66322, subd. (a)).

- **Zoning Nonconformance & Building Code Violations.** Prohibits local agencies from denying an ADU permit due to the correction of “nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.” (Gov. Code, § 66322, subd. (b).) The prohibition was also added to Government Code section 66336 to apply to JADUs.

- **Multifamily Dwellings.** Prohibits a permitting agency from requiring “any modification of the existing multifamily dwelling as a condition of approving the application to construct an accessory dwelling unit” if the existing multifamily dwelling has “a rear or side setback of less than four feet...” (Gov. Code, § 66323, subd. (a)(4)(B)).

- **Permitting Agency Definition**. Adds definition of a permitting agency as “any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.” (Gov. Code, § 66313, subd. (k).)

- **Unpermitted ADUs.** Precludes a local agency from denying a permit for an unpermitted ADU that was constructed before January 1, 2018, because the ADU violates building standards or because the ADU does not comply with State ADU Law or a local ordinance. (Gov. Code, § 66311.7, subd. (a).) This prohibition does not apply if the local agency makes a finding that “correcting the violation is necessary to protect the health and safety of the public or occupants of the structure” (Gov. Code, § 66311.7, subd. (b)) or to a building that is deemed substandard pursuant to Health and Safety Code section 17920.3 (Gov. Code, § 66311.7, subd. (c)).

- **Enclosed Uses**. Considers enclosed uses within the residence, such as attached garages, to be “a part of the proposed or existing single-family residence” for the purposes of JADUs (Gov. Code, § 66333, subd. (d)).

- **JADU Separate Entrance.** Requires a JADU without a separate bathroom to “include a separate entrance from the main entrance to the proposed JADU, with an interior entry to the main living area.” (Gov. Code, § 66333, subd. (e)(2).)

2023 legislation includes the following changes to State ADU Law (effective January 1, 2024):

AB 976 (Chapter 751, Statutes of 2023) and AB 1033 (Chapter 752, Statutes of 2023) made changes to State ADU Law. AB 1332 (Chapter 759, Statutes of 2023) added Government Code section 65852.27 to expedite the approval of ADUs. AB 434 (Chapter 740, Statutes of 2023) modified Government Code section 65585 to require enforcement of State ADU Law, the legalization of unpermitted ADUs, and lot split / duplex laws, among others.

- **Owner Occupancy.** Removes the existing 2025 sunset of the prohibition on owner-occupancy requirements and instead mandates no owner-occupancy requirement for ADUs (Gov. Code, § 66315). Authorizes a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU(s) as condominiums (Gov. Code, § 66342).

- **Pre-Approved ADU Plans.** Requires the local agency to develop a program for the preapproval of ADU plans by January 1, 2025. The local agency shall accept ADU plan submissions for preapproval from any party and shall approve or deny applications pursuant to standards established in Government Code sections 66314-66331. The local agency shall post preapproved ADU plans and the contact information of the applicant on the local agency's website. The local agency may also post plans pre-approved by other local or state agencies. (Gov. Code, § 65852.27.)

- **Enforcement Authority.** Amends Government Code section 65585, subdivision (j), by adding to the list of laws about which HCD is authorized to notify a local jurisdiction or the Attorney General when the local jurisdiction fails to comply with those laws, including Chapter 13 (commencing with Section 66310) and Government Code sections 65852.21, 65852.24, 65852.28, 65913.4.5, and 66411.7, among others.

2024 legislation includes the following changes to State ADU Law (effective March 27, 2024, and January 1, 2025):

SB 477 (Chapter 7, Statutes of 2024) made changes to the numbering of the government code sections related to ADU and JADU Law. AB 2533 (Chapter 834, Statutes of 2024) and SB 1211 (Chapter 296, Statutes of 2024) made changes to State ADU Law.

- **Updated Government Code Sections.** Government Code sections related to ADU and JADU law were updated from 65852.2, 65852.22, 65852.23, and 65852.26 to Government Code sections 66310-66342.

- **Unpermitted ADUs and JADUs.** Changes the date from January 1, 2018, to January 1, 2020, such that a local agency is precluded from denying a permit for an unpermitted ADU that was constructed before January 1, 2020, because the ADU violates building standards or because the ADU does not comply with State ADU Law or a local ordinance. (Gov. Code, § 66311.7, subd. (a).) A local agency shall inform the public about the provisions of this section through public information resources, including permit checklists and the local agency's internet website, which shall include both of the following: (1) a checklist of the

conditions specified in Section 17920.3 of the Health and Safety Code that would deem a building substandard, and (2) information that, before applying for a permit, the homeowner may obtain a confidential third-party code inspection from a licensed contractor to determine the unit's existing condition or potential scope of building improvements before applying for a permit. (Gov. Code, § 66311.7, subd. (d)(1), (d)(2).)

- **Objective Standards.** Prohibits a local agency from imposing any objective development standards on 66323 Units that are not authorized by the provisions of Government Code section 66323, subdivision (a).

- **Livable Space.** Defines "livable space" as a space in a dwelling intended for human habitation, as the term appears in Government Code sections 66313, subdivision (e), and 66323, subdivision (a)(3)(A).

- **Uncovered Parking.** Specifies that uncovered, off-street parking spaces demolished in conjunction with the construction of an ADU do not need to be replaced.

- **Detached ADUs.** Authorizes up to eight detached ADUs on a lot with an existing multifamily dwelling, provided that the number of ADUs does not exceed the number of existing units on the lot.

2025 legislation includes the following changes to State ADU Law (effective June 30, 2025, October 10, 2025, and January 1, 2026):

AB 1154 (Chapter 507, Statutes of 2025), SB 9 (Chapter 510, Statutes of 2025), SB 543 (Chapter 520, Statutes of 2025), AB 462 (Chapter 491, Statutes of 2025), and AB 130 (Chapter 22, Statutes of 2025) made various changes to State ADU Law.

- **Updated and Added Government Code Sections.** Government Code sections related to ADU and JADU Law were updated from 66324, 66327, and 66332 to sections 66311.5, 66313.5, and 66311.7, respectively. Additionally, Government Code section 66333.5 was added.

- **JADU Owner Occupancy.** Clarified that if a JADU has shared sanitation facilities with the primary structure, owner-occupancy will be required. If the JADU does *not* have shared sanitation facilities, owner occupancy will *not* be required (Gov. Code, § 66333, subd. (b)). Additionally, made changes that stipulate JADUs can no longer be used as short-term rentals and, if rented, must now be rented for longer than 30 days (Gov. Code, § 66333, subd. (g)).

- **Local Ordinance Requirements.** Clarified that if a local agency fails to submit an adopted ADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding its ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs (Gov. Code, § 66326, subd. (d)). Additionally, section 66333.5 was added, which specifies that if a local agency fails to submit an adopted JADU ordinance to HCD within the 60-

day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when processing applications for JADUs.

- **Application Requirements.** Required a permitting agency to determine whether an application for an ADU or JADU is complete and provide written notice of the determination no later than 15 business days after the permitting agency received the application (Gov. Code, § 66317, subd. (a)(2)(A)). If an application is determined to be incomplete, the permitting agency must provide the applicant with a list of incomplete items and a description of how the application can be made complete in the written notice (Gov. Code, § 66317, subd. (a)(2)(B)). If a permit application is determined to be incomplete or is denied, the permitting agency must provide a process for an applicant to appeal the incompleteness determination or denial and the permitting agency must provide a final written determination no later than 60 business days after receipt of the written appeal (Gov. Code, § 66317, subd. (d)(1)).

- **Applications in the Coastal Zone.** Clarified application processing when in the coastal zone by requiring a local government or the Coastal Commission, as specified, to either approve or deny a coastal development permit application for an ADU within 60 days of receiving a completed application (Gov. Code, § 66329, subd. (a)).

- **Size Limitations.** Revised size limitations to be based on the square footage of interior living space of an ADU or JADU (Gov. Code, §§ 66321, subds. (b)(2) and (b)(3); 66313, subd. (d)).

- **Fees.** Specified that an ADU or JADU that contains less than 500 square feet of interior livable space does not increase assessable space. Revised the limitations on impact fees to prohibit impact fees on the development of an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less, and to require that any impact fee on an ADU that has more than 750 square feet of interior livable space be charged proportionately in relation to the square footage of the primary dwelling unit (Gov. Code, § 66311.5, subd. (c)).

- **Expanded HCD Authority.** Expanded HCD's authority over Chapter 13 of Division 1 of Title 7 of the Government Code, to review, adopt, amend, or repeal guidelines to additionally grant that authority with respect to terms, references, and standards for JADUs (Gov. Code, § 66313.5).

- **JADUs and Fire Sprinklers.** Clarifies that fire sprinklers are not required for a JADU if the primary residence does not have fire sprinklers and that the addition of a JADU cannot trigger the requirement for fire sprinklers (Gov. Code, § 66323, subd. (d)).

- **Unit Combinations.** Specifies the number of allowable ADUs described under Government Code section 66323 per lot (Gov. Code, § 66323, subd. (a)).

- **Certificate of Occupancy.** Requires a local agency to issue a certificate of occupancy for an ADU constructed in a county that is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, even if the primary dwelling has not yet been issued a certificate of occupancy, if certain requirements are met, including that the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation (Gov. Code, § 66328).

- **Reasonable Restrictions.** Specifies that reasonable restrictions in covenants, restrictions, and conditions, as described in the Civil Code, shall not include any fees or other financial requirements (Civil Code, § 714.3, subd. (b)).

- **Objective Standards.** Removes Government Code section 66323, subdivision (g), which allowed the imposition of objective standards on ADUs in multifamily dwelling structures if the local agency had adopted an ADU ordinance by July 1, 2018.

For additional summaries of ADU legislation, please see the Resources section.

Frequently Asked Questions

66323 Units

What are "66323 Units"?

HCD uses the term "66323 Units" to refer to ADUs and JADUs that are created pursuant to Government Code section 66323. They have also been referred to as "State mandated" or "State exempt" ADUs. Government Code section 66323 creates four categories of ADUs (and JADUs) that must be approved ministerially and are only subject to standards set forth in Government Code section 66323. (Gov. Code, § 66323, subd. (b).) For example, 66323 Units do not have to comply with lot coverage, front setbacks, and design standards. However, these ADUs must comply with building code and health and safety requirements for dwellings. The four categories are:

1. **Single-Family Converted ADUs and JADUs**

   One ADU per lot is permitted within the converted space of a proposed or existing single-family dwelling or accessory structure. This type of ADU must have exterior access and setbacks for fire and safety but is not subject to a four-foot side and rear yard setback. (Gov. Code, § 66323, subd. (a)(1).)

   ADUs converted from accessory structures are eligible for a 150 square-foot expansion to accommodate ingress and egress. For example, if a second story from a single-family dwelling is converted into an ADU, a stairwell of not more than 150 square feet could be added, among other types of ingress and egress configurations that comply with the local building standards. (Gov. Code, § 66323, subd. (a)(1)(A).)

   In addition, one JADU per lot is permitted within the proposed or existing space of a single-family dwelling or accessory structure and must have exterior access, side and rear setbacks for fire and safety. (Gov. Code, § 66323, subd. (a)(1).) JADUs must also comply with the provisions of JADU Law found in Government Code sections 66333-66339. For the purposes of constructing a JADU, attached garages are part of a single-family dwelling. (Gov. Code, § 66333, subd. (d).)

   For more information, please see the Handbook section on JADUs.

2. **Single-Family Detached ADUs**

   One detached new construction ADU that does not exceed four-foot side and rear yard setbacks is permitted on lots with an existing or proposed single-family dwelling (Gov. Code, § 66323, subd. (a)(2)). The maximum unit size is 800 square feet with a height limitation of 16, 18, or 20 feet depending on conditions specified in Government Code section 66321, subdivision (b)(4). (Gov. Code, § 66323, subd. (a)(2)(B).)

3. **Multifamily Converted ADUs**

   ADUs may be created within the portions of existing multifamily structures that are not

used as livable space (Gov. Code, § 66323, subd. (a)(3)(A)). Local agencies shall allow at least one ADU within an existing multifamily dwelling and up to 25 percent of the existing multifamily dwelling units (Gov. Code, § 66323, subd. (a)(3)(B)). Examples of structures that are not used as livable space include, but are not limited to: storage rooms, boiler rooms, passageways, attics, basements, or garages (Gov. Code, § 66323, subd. (a)(3)(A)).

4. **Multifamily Detached ADUs**

   Up to two detached ADUs are allowed on a lot that has a proposed multifamily dwelling, or up to eight detached ADUs are allowed on a lot with an existing multifamily dwelling, not to exceed the number of existing units on the lot. These ADUs are subject to four-foot rear and side yard setbacks and height limits of 16, 18, or 20 feet depending on conditions specified in Government Code section 66321, subdivision (b)(4). (Gov. Code, § 66323, subd. (a)(4)(A).) A local agency may not require that a setback be modified for an existing multifamily dwelling with setbacks less than four feet as a condition of ADU application approval (Gov. Code, § 66323, subd. (a)(4)(B)).

The local agency must allow the four categories of ADUs listed above to be combined.. For example, pursuant to Government Code 66323, subdivision (a), local governments must allow units created pursuant to subparagraphs (1) and (2) together or (3) and (4) together. This means that on single-family lots, local agencies must allow at least one ADU constructed from existing space, one JADU, and one newly constructed detached ADU. For multifamily lots, local agencies must permit at least one ADU constructed from existing non-livable space (or up to 25 percent of the number of multifamily units), and two detached ADUs.

Allowable 66323 ADU Combinations
All formats listed below may be combined as explained in the preceding section

	Single-Family Primary Dwelling	**Multifamily Primary Dwelling**
Gov. Code, § 66323, subd. (a)(1) **ADU constructed from proposed or existing space**	• Sometimes referred to as "Conversions," "Interior," "Created within." • May expand 150 square feet from the existing accessory structure for ingress and egress. • Must have exterior access.	Does not apply
Gov. Code, §§ 66323, subd. (a)(1); 66333-66339 **JADUs**	• Created within existing or proposed dwelling. • 500 square-foot interior livable space maximum. • May be created from within attached garage.	Does not apply

Gov. Code, § 66323, subd. (a)(2) **New construction detached**	• May be in front setback. • 800 square-foot interior livable space maximum.	Does not apply
Gov. Code, § 66323, subd. (a)(3)(A) **Constructed in existing space not used as livable**	Does not apply	• Existing non-livable space (e.g., gyms, enclosed parking, etc.) within the multifamily structure. • Allows at least one ADU or up to 25% of existing primary units.
Gov. Code, § 66323, subd. (a)(4) **Detached from primary dwelling**	Does not apply	• Up to two units detached from proposed primary dwelling, or • Up to eight units detached from existing primary dwelling, not to exceed the number of existing units on the lot. • Four-foot side and rear setbacks.

In addition to the units described in Government Code section 66323, a local agency must allow at least one unit described in Section 66314, and may impose objective development and design standards on such units.

What design, zoning, or other local standards can be imposed on 66323 Units?

A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

Additionally, rentals of 66323 ADUs and JADUs must be for terms longer than 30 days. (Gov. Code, §§ 66323, subd. (e); 66333, subd. (g).) Fire sprinklers are not required for the ADU if not required for the primary residence, and the construction of an ADU or JADU may not trigger the requirement for fire sprinklers in an existing multifamily dwelling. (Gov. Code, § 66323, subd. (d).)

Can a 66323 ADU created by converting an existing accessory structure be expanded?

Yes. An ADU created within the existing space of an accessory structure can be expanded beyond the physical dimensions of the structure up to 150 square feet solely for the purpose of accommodating ingress and egress. (Gov. Code, § 66323, subd. (a)(1)(A).) An example is the construction of a staircase to reach a second story ADU. The ADUs shall conform to setbacks sufficient for fire and safety. (Gov. Code, § 66323, subd. (a)(1)(C).)

NOTE: A JADU may be created within the walls of a single-family residence and not within an accessory structure.

For more information regarding 66323 multifamily accessory units, please see Multifamily ADUs.

ADUs

What is an ADU?

An ADU is accessory to a primary residence and has complete independent living facilities for one or more persons. ADUs are either "detached from," "attached to," or located within the proposed or existing primary dwelling. This includes attached garages, storage areas or similar spaces, and accessory structures. The ADU can also be detached from the proposed or existing primary dwelling, including detached garages, provided it is located on the same lot. (Gov. Code. §§ 66313, subd. (a); 66314, subd. (d)(3).)[2]

Bedrooms

Can a limit on the number of bedrooms in an ADU be imposed?

A limit on the number of bedrooms could be construed as a discriminatory practice towards protected classes, such as familial status, and would be considered a constraint on the development of ADUs (Gov. Code, § 65008). Building standards for minimum bedroom size still apply.

Can an ADU have no bedrooms?

A limit on the number of bedrooms could be construed as a discriminatory practice towards protected classes, such as familial status, (Gov. Code, § 65008) and could also unreasonably restrict the ability of homeowners to create ADUs (Gov. Code, § 66311). Additionally, efficiency units, which are an allowable type of ADU, are not required to have bedrooms. (Gov. Code, § 66313, subd. (a)(1).) Building standards for minimum bedroom size still apply.

Building Code Violations

Can an ADU application be denied due to building code violations?

An ADU application pursuant to Government Code section 66314 may be denied due to building code violations on the primary unit only if the violations present a threat to public health and safety and are affected by the construction of the ADU (Gov. Code, § 66322, subd. (b)). However, all ADUs must comply with building code and health and safety requirements for dwellings.

Certificate of Occupancy

Can a Certificate of Occupancy for an ADU be issued without a Certificate of Occupancy being issued for the primary dwelling first?

Only under specific circumstances. A local agency can issue a certificate of occupancy for an

[2] Note that certain federal financing programs mentioned in the section on "Funding," below, may have different definitions of an ADU.

ADU constructed in a county that is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, even if the primary dwelling has not yet been issued a certificate of occupancy, if certain requirements are met, including that the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation (Gov. Code, § 66328).

Coastal Commission

Do state ADU laws apply to jurisdictions located in the California Coastal Zone?

Yes. ADU laws apply to jurisdictions in the California Coastal Zone, but do not alter or lessen the effect or application of Coastal Act resource protection policies (Gov. Code, § 66329). Coastal localities should seek to harmonize the goals of protecting coastal resources and addressing housing needs of Californians. For example, localities should amend Local Coastal Programs for California Coastal Commission review to comply with the California Coastal Act and new State ADU Laws. For more information, see the California Coastal Commission 2022 Memo and reach out to the local Coastal Commission district office.

What is the application process in the California Coastal Zone?

When a certified local coastal program contains provisions regarding ADUs, ~~A~~a local agency shall either approve or deny a coastal development permit application for an ADU within 60 days of receiving a completed application, if there is an existing primary dwelling, and shall not be required to hold public hearings for coastal development permit applications for ADU. The process to approve or deny a coastal development permit application shall happen concurrently with the process to approve or deny an application for an ADU under Section 66317 (Gov. Code, § 66329, subd. (a)).

When a certified local coastal program does not contain provisions regarding ADUs, the California Coastal Commission's review process to approve or deny a coastal development permit application shall happen concurrently with the process to approve or deny an application for an ADU under Section 66317, provided that the California Coastal Commission has received a completed application for a coastal development permit pursuant to Section 65943 (Gov. Code, § 66329, subd. (b)(3)). If the California Coastal Commission has not approved or denied the completed coastal development permit application for the ADU within 60 days, and there is an existing primary dwelling, the application shall be deemed approved (Gov. Code, § 66329, subd. (b)(5)).

Can the California Coastal Commission delay a permit for an ADU?

Yes. If the coastal development permit application to create or serve an ADU is submitted with a coastal development permit application to create or serve a new single-family or multifamily dwelling on the lot, the California Coastal Commission may delay approving or denying the coastal development permit application for the ADU until the California Coastal Commission approves or denies the coastal development permit application to create or serve the new single-family or multifamily dwelling (Gov. Code, § 66329, subd. (b)(4)).

What if a local agency does not have a Local Coastal Program?

If the local agency does not have a certified local coastal plan or program, as defined in Public Resources Code section 31001, then the California Coastal Commission shall either approve

or deny the coastal development permit application for an ADU within 60 days of receiving a completed application (Gov. Code, § 66329, subd. (b)(1)). A local agency that does not have a certified local coastal plan or program shall immediately notify the California Coastal Commission that a permit application for an ADU is complete pursuant to Section 66317 (Gov. Code, § 66329, subd. (b)(2)).

Deed Restrictions

Can an affordable housing deed restriction be imposed on an ADU?

No. A local agency cannot impose a deed restriction on an ADU. Government Code section 66315 states, "Section 66314 establishes the maximum standards that a local agency shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer." Section 66314, subdivision (b)(1) allows for local objective standards, but the examples provided all relate to design and development standards (e.g., parking, height, setback, landscape, maximum size of a unit). A deed restriction is not such a standard and thus cannot be imposed.

Can a deed restriction be imposed on a JADU?

Yes. A local agency may adopt an ordinance for the creation of JADUs (Gov. Code, § 66333). That ordinance must "[r]equire the recordation of a deed restriction" that includes only a prohibition on the sale of the JADU separate from the sale of the single-family residence and a restriction on the size and attributes of the JADU that conforms with state law (Gov. Code, § 66333, subds. (c)(1), (c)(2)).

Fees

What types of fees are considered impact fees?

Impact fees charged for the construction of ADUs and JADUs must be determined in accordance with the Mitigation Fee Act and include any monetary exaction other than a tax or special assessment that is charged by a local agency in connection with the approval of an ADU or JADU for the purpose of defraying all or a portion of the cost of public facilities relating to the ADU or JADU. (Gov. Code, §§ 66311.5, subd. (c)(2); 66000.) A local agency, special district, or water corporation shall not consider ADUs or JADUs as a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer services unless the ADU or JADU is being constructed concurrently with a new single-family home. (Gov. Code, § 66311.5, subd. (d).)

Can impact fees be charged for an ADU less than 750 square feet or a JADU of less than 500 square feet?

No. An ADU is exempt from incurring impact fees from local agencies, special districts, and water corporations if it contains 750 square feet of interior livable space or less. If an ADU contains greater than 750 square feet of interior livable space, impact fees shall be charged

proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit. A JADU is exempt from incurring impact fees from local agencies, special districts, and water corporations if it contains 500 square feet of interior livable space or less. If a JADU contains greater than 500 square feet of interior livable space, impact fees shall be charged proportionately in relation to the square footage of the JADU to the square footage of the primary dwelling unit. (Gov. Code, § 66311.5 subd. ()(1).) In this specific instance, impact fees also include Quimby fees specified in Government Code section 66477 (Gov. Code, § 66311.5 subd. (c)(2)).

What is "Proportionality"?
"Proportionality" is some amount in relation to a total amount, in this case, an impact fee for a single-family dwelling. For example, a 2,000 square-foot primary dwelling with a proposed 1,000 square-foot ADU could result in 50 percent of the impact fee that would be charged for a new primary dwelling on the same site. (Gov. Code, § 66311.5, subd. (c)(1).)

Can school districts charge impact fees?

Yes. School districts are authorized to, but do not have to, levy impact fees for ADUs larger than 500 square feet of interior livable space pursuant to Section 17620 of the Education Code and the Mitigation Fee Act (Gov. Code, § 66000). ADUs and JADUs that are less than 500 square feet of interior livable space are not subject to school impact fees. Local agencies are encouraged to coordinate with school districts to carefully weigh the importance of promoting ADUs and JADUs, and to ensure appropriate nexus studies are conducted on fees to facilitate construction or reconstruction of adequate school facilities, as required by the Mitigation Fee Act. ADUs or JADUs that contain less than 500 square feet of interior livable space shall be considered other residential construction that does not increase assessable space by 500 square feet (Gov. Code, § 66311.5, subd. (c)(3)).

Can I still be charged water and sewer connection fees?

ADUs constructed from existing space and JADUs shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, unless constructed concurrently with a new single-family dwelling (Gov. Code, § 66311.5, subd. (b)). The connection fee or capacity charge shall be proportionate to the burden of the proposed ADU, based on its square footage or drainage fixture unit as compared to the primary dwelling (Gov. Code, § 66311.5, subd. (e)).

Fire Protection and Fire Sprinkler Requirements

Can fire sprinklers be required for ADUs and JADUs?

Only when sprinklers are required for the existing primary residence. Installation of fire sprinklers shall not be required in ADUs or JADUs if sprinklers are not required by building standards for the existing primary residence. For example, a detached single-family home designed and constructed decades ago would not have been required to have fire sprinklers installed under the applicable building code at the time. However, if the same primary dwelling recently underwent significant alteration and is now required to have fire sprinklers, any ADU or

JADU created after that alteration must be provided with fire sprinklers. Additionally, the construction of any ADUs or JADUs shall not trigger a requirement for fire sprinklers for the primary residence. (Gov. Code, §§ 66314, subd. (d)(12); 66323, subd. (d).)

Funding

Is there financial assistance or funding available for ADUs?

Possibly. While at the time of this writing the funds have been exhausted, the California Housing Finance Agency's (CalHFA) ADU Grant Program provided up to $40,000 in assistance to reimburse qualifying homeowners for predevelopment costs necessary to build an ADU or JADU on a lot with an owner-occupied single-family dwelling unit. The ADU Grant Program was intended to create more housing units in California by providing a grant to reimburse qualifying homeowners for predevelopment costs. Predevelopment costs include, but are not limited to, architectural designs, permits, soil tests, impact fees, property surveys, and energy reports.

Some local agencies are creating funding opportunities for ADU/JADU predevelopment and construction costs, or they are waiving fees.

For local agencies wanting to apply for funding for ADUs and JADUs, some of HCD's funding programs, such as the CalHome Program, the Permanent Local Housing Allocation program, the Prohousing Incentive Program, and the Local Housing Trust Fund Program, do include funding for these housing types as eligible activities.

For more information on local and state funding opportunities for ADU/JADU predevelopment or construction, or funding options for local agencies, please see the Grants and Funding section of our ADU webpage: https://www.hcd.ca.gov/building-standards/adu.
The Federal Housing Administration (FHA), Freddie Mac, and Fannie Mae also provide loans to support ADUs. The links below include information on these finance programs, including relevant definitions and criteria.

FHA
The FHA recently expanded access to mortgage financing for homes that have or will include ADUs. Specifically, the updated loan policies allow for the inclusion of rental income from the ADU in the borrower's qualifying income and would allow more borrowers to qualify for FHA financing for properties with ADUs. This includes the 203(k) Rehabilitation loan. Note that the 203(k) Rehabilitation loan may only be used to construct an attached ADU.

For more information on the updated policies, please reference the FHA Single Family Housing Policy Handbook at https://www.hud.gov/sites/dfiles/OCHCO/documents/40001-hsgh-update15-052024.pdf, or the 2023 Mortgagee Letter that includes specific ADU finance changes in the handbook https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-17hsgml.pdf. Interested parties should look to HUD's website for any updates.

Freddie Mac
Freddie Mac now offers several options for adding an ADU to an existing home and financing a

purchase with the intention to rent or build an ADU. This includes allowing rental income from ADUs to be included in qualified income for a loan.

For more information, please visit https://sf.freddiemac.com/docs/pdf/fact-sheet/adu-fact-sheet.pdf.

Fannie Mae
Fannie Mae now offers financing options for adding an ADU to an existing property, building a home with an ADU using Construction-to-Permanent Financing, and buying a home with an existing ADU.

For more information, please visit https://singlefamily.fanniemae.com/originating-underwriting/mortgage-products/accessory-dwelling-units.

Height Requirements

Is there a limit on the height of an ADU?

There is no height limit contained in State ADU Law, but local agencies may impose height limits pursuant to Government Code section 66321, subdivision (b)(4). A local agency may impose a height limit by adopting a compliant ADU ordinance.

A local agency may not impose a height limit that is less than the following:

Detached ADUs

16 feet on a lot with a proposed or existing single-family or multifamily dwelling unit (Gov. Code, § 66321, subd. (b)(4)(A)).

18 feet on a lot with an existing or proposed single-family or multifamily dwelling, including an additional 2 feet to accommodate roof pitch that aligns with the primary dwelling, when the lot is a half-mile from a major transit stop or high-quality transit corridor (Gov. Code, § 66321, subd. (b)(4)(B)). Please see the ADU Glossary for definitions of these terms.

18 feet height on a lot with an existing or proposed multifamily, multistory dwelling (Gov. Code, § 66321, subd. (b)(4)(C)).

If a detached two-story ADU can be built according to the height allowances required under State ADU Law while remaining compliant with the building code, a local agency cannot deny an ADU application to create a two-story ADU, irrespective of the underlying zoning that might restrict a primary dwelling to one story. (Gov. Code, §§ 66321, subd. (b)(4)(D); 66314, subd. (d)(8).)

Attached ADUs

25 feet or the height limitation that applies to the primary dwelling in the local zoning ordinance, whichever is lower (Gov. Code, § 66321, subd. (b)(4)(D)).

Is there a limit on the number of stories of an ADU?

There is no limit on the number of stories contained in State ADU Law. A local agency must allow at least two stories, if this can be accommodated under the applicable height limit while complying with all applicable building standards, and an attached ADU may be built to the height of the zoning for the primary dwelling or up to 25 feet, whichever is lower. (Gov. Code, § 66321, subd. (b)(4)(D).)

Are there tools available to determine if a project qualifies for 18 feet in height?

The California State Geoportal features an interactive map and searchable database to assess whether any California address is within a High-Quality Transit Corridor (HQTC) (as described in Public Resources Code sections 21155, 21064.3, and 21060.2). This can assist with determining if your projects are eligible for an extra two feet in height. However, the State ADU Law does not designate a definitive resource for making HQTC proximity determinations. Applicants should go to their Metropolitan Planning Organizations first to find out if they are in a HQTC. If there is not one in their area, then they should go to their local agency.

Homeowners Associations (HOAs)

Can CC&Rs prohibit the construction or use of an ADU or JADU?

No. Sections 714.3 and 4751 of the Civil Code nullify covenants, conditions, and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on lots zoned to permit single-family residential uses. Such CC&Rs, including operating rules, are void and unenforceable. Applicants who encounter prohibitions of ADUs and JADUs within CC&Rs, whether implicit or explicit, are encouraged to reach out to their local agency.

What restrictions can be placed on an ADU or JADU?

HOAs may impose some limited objective standards on an ADU or JADU, such as requiring, within reason, specific materials, architectural styles, or other design and aesthetic restrictions. However, these standards may not be more stringent than State ADU Law and thereby unreasonably increase the cost to construct or effectively prohibit or extinguish the ability to create or serve an ADU or JADU. Reasonable restrictions in covenants, restrictions, and conditions, as described in the Civil Code, shall not include any fees or other financial requirements (Civ. Code, § 714.3, subd. (b)).

Examples of effective prohibitions, unreasonable costs, and extinguishments of the ability to construct an ADU or JADU may include, but would not be limited to:

- Any delay in reviewing an ADU or JADU for compliance with reasonable restrictions beyond the timeframes required of local agencies (60 days) or that significantly delay the construction or use of an ADU or JADU.
- Requiring alteration to an ADU or JADU application that would cause the property owner to incur substantial costs or forgo the development.
- Imposing a condition that would necessitate re-applying or amending a building permit application that substantially complies with State ADU and JADU Laws.
- Mandating neighboring property owners' approval or agreement for an ADU or JADU application or considering any disapproval or disagreement to the construction or use of

an ADU or JADU by the neighbors as part of the local agency's ministerial process to approve or deny the application.
- Restricting the placement or location of an ADU or JADU such that it would be rendered infeasible or unusable by the property owner.
- Requiring major structural elements or design changes beyond the requirements set forth in State ADU and JADU Law that would extinguish the ability to construct or use the ADU or JADU.
- Imposing restrictions that are not objective or not knowable or available to the property owners in advance of submitting the application.

Property owners whose construction or use of an ADU or JADU is impeded by an HOA (or their representatives or agents) are encouraged to reach out to their local agency and to seek legal counsel.

Can an HOA review or influence a local agency's ministerial approval to create or serve an ADU or JADU?

No. An HOA may not influence a local agency's ministerial approval of an ADU or JADU. Local agencies must provide an approval process that only includes ministerial provisions for the approval of ADU permit applications. This approval process shall not include discretionary processes, provisions, or requirements except as provided in Government Code section 66315. Thus, third party reviews by an HOA or their representatives or agents would violate State ADU Law. (Gov. Code, § 66315.) No other local ordinances, policies, or regulations may be applied in the approval or denial of an ADU or JADU permit application (Gov. Code, § 66317, subd. (c)). If a local agency allows an HOA to be involved in any part of an ADU or JADU application process, the local agency is in violation of State ADU Law.

Housing Elements and Prohousing Designation

Do ADUs and JADUs count toward a local agency's RHNA?

Yes. Pursuant to Government Code sections 66330, and 65583.1, ADUs and JADUs may be utilized towards the RHNA and the Housing Element Annual Progress Report (APR) required by Government Code section 65400. To credit a unit toward the RHNA, HCD and the Department of Finance (DOF) utilize the U.S. Census definition of a housing unit. Generally, an ADU, and a JADU with shared sanitation facilities, and any other unit that meets the U.S. Census definition and is reported to DOF as part of the DOF annual City and County Housing Unit Change Survey can be credited toward the RHNA based on the appropriate income level. The housing element or APR must include a reasonable methodology to demonstrate the level of affordability. Local governments can track actual or anticipated affordability to assure ADUs and JADUs are counted towards the appropriate income category. For example, some local governments request and track information such as anticipated affordability as part of the building permit or other local applications.

For more information, please refer to the Housing Element Building Blocks or contact HousingElements@hcd.ca.gov.

What analysis is required to count ADUs toward the RHNA in the housing element?

To count ADUs towards the RHNA in the housing element, local agencies must generally use a three-part approach: (1) development trends, (2) anticipated affordability, and (3) resources and incentives. Development trends must consider ADUs permitted in the prior planning period and may also consider more recent trends. Anticipated affordability can use a variety of methods to estimate the affordability by income group. Common approaches include rent surveys of ADUs, using rent surveys and square footage assumptions and data available through the APR required by Government Code section 65400. Resources and incentives include policies and programs to encourage ADUs, such as prototype plans, fee waivers, expedited procedures, and affordability monitoring programs.

Are ADUs required to be addressed in the housing element?

Yes. The housing element must include a description of zoning available to permit ADUs, including development standards and analysis of potential constraints on the development of ADUs. The element must include programs to address identified constraints. In addition, housing elements must include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low-, low-, or moderate-income households and requires HCD to develop a list of state grants and financial incentives in connection with the planning, construction, and operation of affordable ADUs. (Gov. Code, § 65583; HSC, § 50504.5.) Please note, if a local jurisdiction has an ADU program as part of a housing element, even once the housing element is approved, the ADU ordinance needs to be updated regularly to ensure compliance with new state laws.

Can ADUs and JADUs impact a local agency's Prohousing Designation status?

Yes. To qualify for a Prohousing Designation, a local agency must be in compliance with all applicable state housing laws, such as those mentioned in Government Codes section 65585, subdivision (j), which includes State ADU Law. An approved housing element and any associated programs which promote ADU development will also need to be enacted and in compliance to meet the minimum threshold requirements for a Prohousing Designation. Additionally, ADUs and JADUs are specifically identified within the Prohousing Designation Program as designation criteria under California Code of Regulations, Title 25, section 6606, meaning that an ADU ordinance or program which promotes ADU development beyond the minimum requirements of State ADU Law may score additional points towards their Prohousing Designation. In other words, local agencies that are in violation of State ADU Law will be ineligible for a Prohousing Designation, while local agencies that promote additional ADU development can score additional points towards their Prohousing Designation, and all the benefits that designation provides. (CCR Title 25, §§ 6600-6608).

JADUs

What is a JADU?

A "junior accessory dwelling unit" or JADU is a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure. (Gov. Code, § 66333.)

Are two JADUs allowed on a lot?

No. Only one JADU may be created per lot zoned for single-family residences with an existing or proposed single-family residence (Gov. Code, § 66333, subd. (a)). The JADU may be created within the walls of the proposed or existing single-family residence, including attached garages (Gov. Code, § 66333, subd. (d)). If there are multiple detached single-family residential units on one lot, there can only be one JADU.

Can a JADU be created within a "half-plex"?

Yes, a JADU is permitted in a half-plex. A half-plex consists of two primary dwelling units on separate lots that share a dividing wall. One JADU is permitted in each half-plex in areas zoned for single-family use. (Gov. Code, § 66333, subd. (a).) If two units are attached on a single lot (i.e., a duplex), the primary dwelling is considered multifamily and would not qualify for a JADU.

Are JADUs required to have an interior connection to the primary dwelling?

JADUs are required to be within the walls of the primary dwelling but are not required to have an interior connection to the primary dwelling. However, if the JADU does not include a separate bathroom, the JADU must include an interior entrance to the main living area. (Gov. Code, § 66333, subd. (e)(2).)

Are JADUs allowed in detached accessory structures?

No, JADUs are not allowed in accessory structures. The creation of a JADU must be within the single-family residence. As noted above, "enclosed uses" within the residence, such as attached garages, are eligible for JADU creation. (Gov. Code, § 66333, subd. (d).)

Are JADUs allowed to be increased by up to 150 square feet when created within an existing structure?

No. Only ADUs that are created from existing accessory structures are allowed to add up to 150 square feet "beyond the physical dimensions of the existing accessory structure" to provide for ingress or egress (Gov. Code, § 66323, subd. (a)(1)(A)).

What can local agencies require as part of an "efficiency kitchen"?

An efficiency kitchen is a cooking facility with appliances, a food preparation counter, and storage cabinets that are of reasonable size in relation to the size of the JADU (Gov. Code, § 66333, subds. (f)(1), (f)(2)). A local agency cannot be more restrictive than this definition. Thus, requirements such as counter or cabinet sizes, specified electrical or gas connections, or appliance types are not authorized by State JADU Law. Please note: 220V circuits are not required for an efficiency kitchen.

Are JADUs required to provide parking?

No. Local agencies may not require parking as a condition to permitting a JADU, even when the JADU is converted from an attached garage (Gov. Code, § 66334, subd. (a)).

Local ADU Ordinances and Local Agencies

Should a local ordinance encourage the development of ADUs?

Yes. Pursuant to Government Code section 66310, the California Legislature found and declared that, among other things, California is facing a severe housing crisis and ADUs are a valuable form of housing that meets the needs of family members, students, the elderly, in-home health care providers, people with disabilities, and others. Therefore, ADUs are an essential component of California's housing supply.

Recent changes to State ADU Law intend to address barriers, streamline approval, and expand potential capacity for ADUs, recognizing their unique importance in addressing California's housing needs. The preparation, adoption, amendment, and implementation of local ADU ordinances must be carried out consistently with Government Code section 66310 and must not unduly restrict the creation of ADUs. Local governments adopting ADU ordinances should carefully weigh the adoption of zoning, development standards, and other provisions for impacts on the development of ADUs.

State ADU Law provides the statutory minimum requirements for ADUs and JADUs. Local governments may elect to be less restrictive than the statutory minimum to further the creation of ADUs and JADUs. (Gov. Code, § 66325, subd. (b).) Many local governments have embraced the importance of ADUs as an important part of their overall housing policies and have pursued innovative strategies.

Can a local agency adopt an ADU "bonus program?"

Yes. One common strategy used by local agencies to promote ADU development is to adopt ADU bonus programs. HCD supports this approach to go above and beyond State ADU Law's requirements to address California's ongoing housing crisis. A successful ADU bonus program should meet the following criteria:

1. The ADU bonus program is completely optional – There is no requirement, and no consequence for not taking part in a local bonus program.
2. The ADU bonus program only offers benefits in addition to the provisions of State ADU Law, not in lieu of them – All state-mandated requirements are granted unconditionally.
3. The ADU bonus program removes one or more physical constraints, such as a limitation on the number of allowable units on a lot, ADU size, height, setback requirements, or a waiver of design and development criteria.

Does HCD have enforcement authority over ADU and JADU ordinances?

Yes. Pursuant to Government Code sections 66326, subdivision (a), and 66333.5, subdivision (a), local agencies are required to submit a copy of newly adopted ADU and JADU ordinances to HCD within 60 days of adoption. HCD may thereafter provide written findings to the local agency as to whether the ordinance complies with State ADU Law. If HCD finds that the ADU or JADU ordinance does not comply with State ADU Law, the local agency must respond to HCD's written findings within 30 days. The local agency shall either amend its ordinance in accordance with HCD's findings, or adopt the ordinance without changes, but include findings in its resolution explaining why the ordinance complies with State ADU Law despite HCD's

findings. (Gov. Code, §§ 66326, subd. (b); 66333.5, subd. (b)(2).) If the local agency fails to respond to HCD's findings regarding its ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs and JADUs (Gov. Code, §§ 66326, subd. (d); 66333.5, subd. (d)). Although not required by State ADU Law, HCD may continue to offer further technical assistance to the local agency. However, if the local agency does not amend its ordinance in accordance with HCD's findings or adopt a resolution explaining why the ordinance is compliant, HCD shall notify the local agency and may notify the Attorney General that the local agency is in violation of State ADU Law. (Gov. Code, §§ 66326, subd. (c)(1); 66333.5, subd. (c)(1).) While an ordinance is non-compliant, the local agency shall apply state standards for the approval of ADUs, until the local agency adopts a compliant ordinance. (Gov. Code, § 66316.)

In addition, HCD may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria for ADUs and JADUs that supplement or clarify State ADU Law (Gov. Code, §66313.5).

Do local agencies have to adopt an ADU ordinance?

No. Local agencies may choose not to adopt an ADU or JADU ordinance. Should a local agency choose not to adopt an ADU or JADU ordinance, any proposed ADU or JADU development would be subject only to the standards set forth in State ADU Law. (Gov. Code, §§ 66315, 66316; 66333.5, subd.(d).) A local agency that adopts an ADU ordinance may impose objective development and design standards in compliance with Government Code section 66314.

Is a local agency required to send an ADU ordinance to HCD?

Yes. A local agency, upon adoption of an ADU or JADU ordinance, must submit a copy of the adopted ordinance to HCD within 60 days after adoption. If a local agency fails to submit an adopted ADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding its ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs (Gov. Code, §§ 66326, subd. (d); 66333.5, subd. (d)). After the adoption of an ordinance, HCD may review and submit written findings to the local agency as to whether the ordinance complies with the State ADU Law. (Gov. Code, §§ 66326, subd. (a); 66333.5, subd. (a).)

Are charter cities and counties subject to the new ADU laws?

Yes. State ADU Law applies to a local agency, which is defined as a city, county, or city and county, whether general law or chartered (Gov. Code, §§ 66312; 66313, subd. (g)).

Do ADU laws apply to areas governed by the Tahoe Regional Planning Agency (TRPA)?

Possibly. The TRPA was formed through a bistate compact between California and Nevada, which elevates its authority above state laws. Under this authority, TRPA has adopted certain restrictions that effectively limit lot coverage on developed land. State ADU Law may conflict to a degree with the TRPA standards, and to the extent that it does, the TRPA law preempts or overrides State ADU Law. For more information, please see: https://www.trpa.gov/adus/.

Manufactured Homes

Can a manufactured home be used as an ADU?

Yes. By definition, an ADU includes manufactured homes (Gov. Code, § 66313, subd. (a)(2); HSC, § 18007).

> Health and Safety Code section 18007, subdivision (a): "Manufactured home," for the purposes of this part, means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following).

For more information on Manufactured Homes please contact the Division of Codes and Standards at ContactMH-FBH@hcd.ca.gov.

Mobilehome Parks

Are ADUs permitted on lots within mobilehome parks or special occupancy parks?

No. A lot, as defined in Health and Safety Code sections 18210 and 18862.23, allows for only one manufactured home, mobilehome, or recreational vehicle. Health and Safety Code section 18862.23 also allows one tent, camp car, camping cabin, or camping party on a lot within a special occupancy park.

For more information, please contact the Division of Codes and Standards at: NAOStaff@hcd.ca.gov for Northern CA or SAOStaff@hcd.ca.gov for Southern CA.

Multifamily ADUs

What is considered a multifamily dwelling under State ADU Law?

For the purposes of creating an ADU, a structure with two or more *attached* dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-unit dwellings on the same lot are not considered multifamily dwellings for the purposes of State ADU Law.

Does a local agency have to permit ADUs on lots zoned for multifamily use?

Yes. A local agency must permit an attached, detached, or converted ADU on a lot that is zoned to allow single-family or multifamily residential use and includes an existing or proposed dwelling (Gov. Code, § 66314, subds. (d)(2), (d)(3)). An applicant may build a detached or a converted ADU on a site in a residential or mixed-use zone with a proposed or existing

multifamily dwelling. (Gov. Code, § 66323, subds. (a)(3), (a)(4).) (See next question for more information.)

How many ADUs are allowed on a multifamily site under Government Code section 66323?

Under Government Code section 66323, an applicant may apply to build up to eight detached ADUs (Gov. Code, § 66323, subd. (a)(4)(A)) and at least one conversion ADU within an existing multifamily dwelling and up to 25 percent of the number of units in the existing multifamily dwelling (Gov. Code, § 66323, subd. (a)(3)(B)).

Can JADUs be created in multifamily dwelling structures?

No. JADUs may only be constructed on a site with a proposed or existing single-family dwelling in an area zoned for single-family residences; a JADU cannot be constructed on a multifamily site (Gov. Code, § 66333, subd. (a)).

Can a permitting agency impose accessibility standards on ADUs converted from existing space?

Maybe. For more information on ADA standards as they apply to your specific dwelling, please contact the Division of Codes and Standards at HCDBuildingStandards@hcd.ca.gov.

Can a leasing office be converted into an ADU?

Yes. A leasing office within an existing multifamily dwelling structure can be converted to at least one ADU – and up to 25 percent of the existing multifamily dwelling units – provided the ADUs comply with state building standards for dwellings. (Gov. Code, § 66323, subd. (a)(3)(A).)

In addition, a leasing office on a lot with an existing multifamily dwelling may be converted into up to eight detached ADUs, not to exceed the number of existing units on the lot and subject to height limitations in section 66321, subdivision (b), and to rear yard and side setbacks of no more than four feet. (Gov. Code, § 66323, subd. (a)(4)(A).)

Finally, an ADU can be created from an accessory space, including a leasing office, that is either attached to or located within the multifamily structure or an accessory structure, or is detached from the primary dwelling and located on the same lot as the primary dwelling, and complies with other applicable standards. (Gov. Code, § 66314, subd. (d)(3).)

Nonconforming Zoning

Can a local agency refuse to permit an ADU or JADU because of nonconforming zoning conditions?

State ADU Law limits a local agency's ability to deny a permit application due to the correction of existing, nonconforming zoning conditions. Nonconforming zoning conditions are physical improvements on a property that do not conform to current zoning standards. (Gov. Code, § 66313, subd. (h)). For 66323 Units, a local agency cannot condition approval on the correction of nonconforming zoning conditions (Gov. Code, § 66323, subd. (c)). For all other ADUs, a local agency may only deny a permit to create an ADU due to zoning non-conformance when

the non-conformance creates a threat to public health and safety and is affected by the construction of the ADU (Gov. Code, §§ 66322, subd. (b)).

Owner-Occupancy

Can local agencies require owner-occupancy for an ADU?

Only ADUs which are sold separately to a qualified buyer under Government Code section 66341, subdivision (c)(3), can require owner-occupancy. Otherwise, a local agency cannot impose an owner-occupancy requirement on any other ADU (Gov. Code, § 66315).

Are there any owner-occupancy requirements for JADUs?

Yes, under certain circumstances. If a JADU has shared sanitation facilities with the primary structure, owner-occupancy will be required. If the JADU does *not* have shared sanitation facilities, or the owner is another governmental agency, land trust, or housing organization, owner-occupancy will *not* be required. The owner must reside in either the remaining portion of the primary residence or in the newly created JADU. (Gov. Code, § 66333, subd. (b).) Additionally, JADUs cannot be used as short-term rentals and, if rented, must be rented for longer than 30 days (Gov. Code, § 66333, subd. (g).)

Parking Requirements

Can ADU parking requirements exceed one space per unit or bedroom?

No. Parking requirements for ADUs shall not exceed one parking space per unit or bedroom, whichever is less (Gov. Code, § 66314, subd. (d)(10)(A)). These spaces may be provided as tandem parking on a driveway (Gov. Code, § 66314, subd. (d)(10)(B)). Guest parking spaces shall not be required for ADUs under any circumstances. In addition, a local agency may not require off-street parking spaces to be replaced when a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU (Gov. Code, § 66314, subd. (d)(11)).

Local agencies may choose to eliminate or reduce parking requirements for ADUs, such as requiring zero or a fraction of a parking space per each ADU (such as a ½ space per unit), to further reduce barriers to ADU construction and to facilitate more development of mixed-modal transportation such as walking and public transit.

Are certain ADUs exempt from parking requirements?

Yes. A local agency shall not impose parking standards on any of the following ADUs, pursuant to Government Code section 66322, subdivision (a):

1) ADUs located within one-half mile walking distance of public transit.
2) ADUs located within an architecturally and historically significant historic district.
3) ADUs that are part of the proposed or existing primary residence or an accessory structure.
4) When on-street parking permits are required but not offered to the occupant of the ADU.
5) When there is a car share vehicle located within one block of the ADU.
6) When a permit application for an ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that

the ADU or the parcel satisfies any other criteria listed in Government Code section 66322, subdivision (a)(1)-(5).

Parking requirements for ADUs may not exceed one parking space per ADU or per bedroom, whichever is less (Gov. Code, § 66314, subd. (d)(10)). ADUs which have no bedrooms because they are an “efficiency unit” or studio do not increase the bedroom count.

In addition, local agencies may not impose parking requirements on 66323 Units.

Is flexibility for siting ADU parking recommended?

Yes. Local agencies should be flexible when siting parking for ADUs. Off-street parking spaces for the ADU shall be permitted in setback areas in locations determined by the local agency or through tandem parking unless specific findings are made otherwise based on specific site or regional topographical or fire and life safety conditions. (Gov. Code, § 66314, subd. (d)(10)(B).)

When a garage, carport, uncovered parking space, or covered parking structure is demolished in conjunction with the construction of an ADU, or converted to an ADU, the local agency shall not require that those off-street parking spaces for the primary unit be replaced (Gov. Code, § 66314, subd. (d)(11)).

Permit Applications and Permitting Agencies

What is an ADU permitting agency?

A permitting agency is “any entity that is involved in the review of a permit for an accessory dwelling unit or JADU and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.” (Gov. Code, § 66313, subd. (k).) See also the Glossary section of this Handbook for this definition.

Are ADUs and JADUs permitted ministerially?

Yes. ADUs and JADUs subject to State ADU Law must be considered, approved or denied, and permitted ministerially, without discretionary review or a hearing (Gov. Code, §§ 66317, subd. (a); 66335, subd. (a); 66335.5). Development standards must be objective to allow for ministerial review (Gov. Code, § 66314, subd. (b)(1)). Objective standards require a uniform benchmark or reference that is knowable by both the permit applicant and the permitting agency prior to the submission of an application to create or serve an ADU (Gov. Code, § 66313, subd. (i)).

What are considered objective standards for ministerial approval?

Examples include numeric and fixed standards such as heights or setbacks, or design standards such as specified colors or materials. See also the Glossary section of this Handbook for the definition of objective standards.

What would be considered subjective standards?

Subjective standards require independent judgement and are open to multiple interpretations. Language such as “privacy,” “compatibility with neighboring properties,” “promoting design harmony and balance,” “must maintain similar architecture style,” or requiring “high quality

materials" are subjective and may not be imposed on ADU development (Gov. Code, § 66313, subd. (i)).

What is the process and timeline for reviewing and approving ADU and JADU applications?

A permitting agency must determine whether an application for an ADU or JADU is complete and provide written notice of the determination not later than 15 business days after the permitting agency received the application (Gov. Code, §§ 66317, subd. (a)(2)(A); 66335, subd. (a)(2)(A)).

If it is determined that an application is incomplete, the permitting agency is required to provide the applicant with a list of incomplete items and a description of how the application can be made complete in the written notice (Gov. Code, §§ 66317, subd. (a)(2)(B); 66335, subd. (a)(2)(B)). If a permit application is determined to be incomplete or is denied, the permitting agency must provide a process for an applicant to appeal the decision (Gov. Code, §§ 66317, subd. (d)(1); 66335, subd. (e)(1)). The permitting agency must provide a final written determination by not later than 60 business days after receipt of the written appeal (Gov. Code, §§ 66317, subd. (d)(2); 66335, subd. (e)(2)).

What kind of environmental review is required for ADUs and JADUs?

ADUs and JADUs approved ministerially are statutorily exempt from CEQA pursuant to Section 15268 (Ministerial Projects) of the CEQA guidelines and Section 21080, subdivision (b)(1) of the Public Resources Code. In addition, ADUs can be categorically exempt from CEQA pursuant to Sections 15301 and 15303 of the CEQA guidelines. ADU and JADU ordinances are statutorily exempt from CEQA pursuant to Section 21080.17. However, if an ADU application requires a discretionary coastal development permit, that discretionary permit may be subject to CEQA.

What does ministerial review of a permit application involve?

A ministerial review ensures that the permit application meets all the applicable objective standards effective at the time of the review and uses no discretionary judgment, opinion, or subjective standards. Agency staff inspect the submitted application, site plan, and building plans for compliance with applicable standards. This often means that the permitting agency (i.e., planning, building, fire departments and utilities) reviews the application using only checklists. (Gov. Code, §§ 66316, 66317, 66320.)

Can an applicant delay the 60-day timeline?

Yes. If an applicant would like to request a delay on their application for any reason, they may do so. The 60-day period to approve or deny the permit shall be tolled for the period of the delay. (Gov. Code, §§ 66317, subd. (a)(3); 66335, subd. (a)(5).)

When is an ADU permit application "deemed complete" without formal review?

An ADU permit application is "deemed complete" when the permitting agency fails to make a timely written completeness determination within 15 business days (Gov. Code, §§ 66317, subd. (a)(2)(F)).

Do ADUs need a Certificate of Occupancy?

Yes, property owners must obtain a Certificate of Occupancy from the local agency prior to any residential occupancy of an ADU or JADU (Gov. Code, § 66328; 2022 CBC, § 111).

Can the local agency deny a permit application for an unpermitted ADU that was built before 2020?

Yes, but only with specific findings. A local agency shall not deny a permit for an unpermitted ADU that was constructed before January 1, 2020, due to the ADU being in violation of building standards, non-compliance with State ADU Law, or any local ordinance regulating ADUs (Gov. Code, § 66311.7, subd. (a)). However, the local agency may deny the permit if the local agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure, or if the building is deemed substandard pursuant to section 17920.3 of the Health and Safety Code (Gov. Code, § 66311.7, subds. (b), (c)). Please note, corrections, requirements, or issues relating to the building code or health and safety are under the local agency's discretion and purview. Applicants applying for a permit for a previously unpermitted dwelling should follow the local agency's appeals process if they feel there is a discrepancy with corrections or denials issued by the local agency.

What happens when an application for an ADU is denied?

The permitting agency denying the application must provide the applicant a full set of comments listing items that are defective or deficient and include a description of how the application may be remedied. A full set of comments includes all comments from all reviewers, from every permitting agency. The 60-day countdown continues until the complete list is provided. (Gov. Code, §§ 66317, subd. (b); 66335, subd. (b).) A local agency which has provided a complete set of correction comments has fulfilled this requirement. Following a denial, a subsequent application resets the 60-day period.

The applicant may address the proposed remedy and resubmit the application to the permitting agency. A local agency may charge a fee to process a resubmitted application. (Gov. Code, § 66335 subd. (c).)

How can I request technical assistance from HCD about the denial of my ADU application?

Questions and requests for technical assistance should be submitted through HCD's ADU Portal, which is available on HCD's ADU webpage: https://www.hcd.ca.gov/building-standards/adu. To reach the portal, navigate to "Contact the ADU Team." Applicants should first work to address the denial with the permitting agency via the agency's process. HCD may provide technical assistance after an application has been submitted. However, HCD may not respond or follow up with a permitting agency if there is no pending application.

Rental Terms

Are rental terms allowed?

Yes. Local agencies may require that ADUs and JADUs be rented for terms longer than 30 days (Gov. Code, § 66315; 66323, subd. (e); 66333, subd. (g)).

Sales and Separate Conveyance

Can ADUs be sold or separately conveyed?

A local agency may adopt a local ordinance to allow separate conveyance of the primary unit and the ADU as condominiums if the ordinance meets specific requirements laid out in Government Code section 66342. In addition, Government Code section 66341 creates a narrow exception to allow separate conveyance of an ADU to a qualified buyer if the property was built or developed by a qualified nonprofit corporation and meets other requirements specified in section 66341.

Senate Bill 9 (SB 9) (Chapter 162, Statutes of 2021)

How does SB 9 work with ADUs?

SB 9 (Gov. Code, §§ 65852.21 and 66411.7) and ADU Law are complementary. Both laws can be used together to create varying combinations of “SB 9 units” and ADUs. SB 9 allows for a lot to be split, with each of the two resulting lots eligible for up to two primary units. These primary units are distinct from ADUs and JADUs created under ADU Law and must be approved ministerially.

When a lot split occurs, SB 9 requires the local agency to approve up to two units on each parcel, but specifically states that only two units are allowed per parcel, despite what ADU Law would otherwise allow. Those two units could be two primary “SB 9 units,” or one primary unit and one ADU, or one primary unit and one JADU. But in no case is a local agency required to permit more than two units on either of the two parcels resulting from an SB 9 lot split.

When an SB 9 lot split has not occurred, the lot is eligible to receive up to two primary units under SB 9, as well as whatever combination of ADUs and JADUs it would otherwise be entitled to under ADU Law if SB 9 was not being used. In some instances, this may result in a total number of units on the parcel that is greater than what either SB 9 or ADU Law would allow on its own. However, if ADU Law is used on its own or in combination with SB 9 to create more than four total units on the lot, a local agency is not required to approve a lot split under SB 9.

See HCD’s SB 9 Factsheet for more information and resources.

Setbacks

Can setbacks be required for ADUs?

Yes. A local agency may impose objective development standards, such as setbacks, for the creation of ADUs. A setback of no more than four feet from the side and rear lot lines shall be required for an attached or detached ADU (Gov. Code, § 66314, subd. (d)(7)). Additional setback requirements may be required in the Coastal Zone if required by a local Coastal Program (Gov. Code, § 66329).

Are setbacks required for ADUs/JADUs created within an existing structure or replacing an existing structure?

No setback shall be required for an ADU or JADU created within an existing living area or accessory structure or an ADU created in a new structure in the same location and to the same dimensions as an existing structure (Gov. Code, § 66314, subd. (d)(7)).

Can a local agency impose front setbacks?

Yes. A local agency may apply front yard setbacks for ADUs, but front yard setbacks cannot preclude an ADU of at least 800 square feet from being built on the property, even if that ADU would exist partially or wholly within the front setback (Gov. Code, § 66321, subd. (b)(3)).

Can a local agency require an ADU to be built in an alternate location to comply with front setback requirements?

Maybe. If the ADU is a unit described under Government Code section 66314, then the local agency could have a requirement that the ADU be built in the backyard. If at least an 800 square foot unit cannot be built in the backyard, then the local agency must allow the ADU to be built within the front setback if necessary to accommodate the ADU (Gov. Code, § 66314, subd. (b)(1)). However, if the ADU is a unit described under Government Code section 66323, then the local agency cannot impose local standards, including front setbacks, and may not require the unit to be built in an alternate location (Gov. Code, § 66323, subd. (b)).

Is there a distance requirement between an ADU and other structures on the lot?

State ADU Law does not address the distance between an ADU and other structures on a lot. A local agency may impose objective development standards for the creation of some ADUs, and all ADUs must comply with local building codes. However, development standards should not unreasonably restrict the creation of ADUs. (Gov. Code, § 66311.) Minimum distance or other requirements may not be applied if they would unreasonably restrict the creation of ADUs, unless they are a requirement of a Building or Fire Code (Gov. Code, § 66314, subd. (d)(8)).

Size Requirements and Restrictions

How is the square footage of an ADU or JADU calculated?

In several places, State ADU Law refers to “square feet of interior livable space” or “square feet of livable space.“ (See, e.g., Gov. Code, §§ 66321, subd. (b)(2), (b)(3); 66323, subd. (a)(2)(A).) Government Code section 66313, subdivision (e) defines livable space as “a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.” Livable space includes bedrooms, bathrooms, kitchens, laundry rooms, closets, and interior stairs.

Can minimum lot size requirements be imposed on ADUs?

No. Local governments may not include minimum lot size requirements for ADUs (Gov. Code, § 66314, subd. (b)(1)).

Can lot coverage or floor area ratio preclude an ADU?

Limits on lot coverage or any floor area ratio requirements cannot preclude the creation of an ADU of at least 800 square feet of interior livable space that maintains four-foot rear and side

setbacks. While floor area ratio and lot coverage requirements can be applied to other ADUs, such requirements must not unreasonably restrict the creation of ADUs. (Gov. Code, §§ 66321, subd. (b)(3); 66311.)

Can minimum and maximum unit sizes be established for ADUs?

Yes. A local government may, by ordinance, establish minimum and maximum unit size requirements for both attached and detached ADUs; however, maximum unit size requirements must allow an ADU of at least 850 square feet of interior livable space, or 1,000 square feet of interior livable space for ADUs with more than one bedroom. (Gov. Code, § 66321, subd. (b)(2).) For local agencies without a compliant ADU ordinance, maximum unit sizes are 1,200 square feet of interior livable space for a new detached ADU (Gov. Code, § 66314, subd. (d)(4)) and up to 50 percent of the floor area of the existing primary dwelling for an attached ADU (at least 800 square feet of interior livable space) (Gov. Code, §§ 66314, subd. (d)(5); 66321, subd. (b)(3)). Finally, the local agency must not establish by ordinance a minimum square footage requirement that prohibits the development of an efficiency unit as defined in Health and Safety Code section 17958.1. An efficiency unit may be as small as 150 square feet in floor area (HSC, § 17958.1).

The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to unit size requirements. (Gov. Code, § 66323, subd. (a)(1).)

Can open space or landscaping requirements be used to limit the size of or deny an ADU permit?

No. A local agency's open space zoning requirements may not deny an ADU of at least 800 square feet of interior livable space with four-foot rear and side setbacks (Gov. Code, § 66321, subd. (b)(3)). In addition, 66323 Units are not subject to local open space and landscaping requirements in an ADU ordinance (Gov. Code, § 66323, subd. (b)).

Can a percentage of the primary dwelling be used to limit the maximum size of an attached ADU?

Yes. Local agencies may utilize a percentage (e.g., not greater than 50 percent) of the existing primary dwelling as a maximum unit size for attached ADUs, but only if it does not restrict an ADU's size to less than 850 square feet of interior livable space, or 1,000 square feet of interior livable space for ADUs with more than one bedroom (Gov. Code, §§ 66314, subd. (d)(4); 66321 (b)(2)).

Can maximum unit sizes exceed 1,200 square feet for ADUs?

Yes. Maximum unit sizes can exceed 1,200 square feet for ADUs through the adoption of a less stringent local ADU ordinance. State ADU Law does not limit the authority of local agencies to adopt less restrictive requirements for the creation of ADUs. (Gov. Code, § 66325, subd. (b).)

Solar Requirements

Are solar systems required for newly constructed ADUs?

Yes, newly constructed ADUs are subject to the California Energy Code requirement

(excluding manufactured homes) to provide solar systems if the unit(s) is a newly constructed, detached ADU (though some exceptions apply). Per the California Energy Commission (CEC), the solar systems can be installed on the ADU or on the primary dwelling unit. ADUs that are constructed within existing space, or as an addition to existing homes, including detached additions where an existing detached building is converted from non-residential to residential space, are not subject to the California Energy Code requirement to provide solar systems.

Please refer to the CEC on this matter. For more information, see the CEC's website at www.energy.ca.gov. You may email your questions to title24@energy.ca.gov, or contact the Energy Standards Hotline at 800-772-3300. CEC memos can also be found on HCD's website at https://www.hcd.ca.gov/policy-and-research/accessory-dwelling-units.

Tiny Homes

Are "tiny homes" considered ADUs?

Possibly. While State ADU Law does not specifically reference "tiny homes," "tiny home" is an industry term that can mean different structures or vehicles. If the unit meets the definition of an ADU in Government Code section 66313, subdivision (a), it is subject to ADU Law. For more information on "tiny homes," see Information Bulletin 2016-01 at https://www.hcd.ca.gov/policy-research/docs/hcd-bulletin-tiny-home-ib-2016-01.pdf. You may also contact HCD's Division of Codes and Standards at ContactMH-FBH@hcd.ca.gov.

Types of ADUs

What are attached ADUs?

An attached ADU is a newly created (constructed) dwelling structure that structurally abuts (and connects to) an existing or proposed primary dwelling or accessory structure (Gov. Code, § 66314, subd. (d)(3)). This can be constructed on top of or below the primary dwelling. The attached ADU extends beyond the building plane of the existing or proposed primary dwelling unit. An attached ADU shall not exceed 50 percent of the existing primary dwelling's floor area size. (Gov. Code, § 66314, subd. (d)(4).)

Examples of attached ADUs include, but are not limited to:

- An ADU addition to a duplex.
- An ADU built on top of an attached garage.
- An ADU built as a new second story of a single-family dwelling.
- An ADU built in a newly constructed basement.

What are converted ADUs?

Converted ADUs are dwelling units that are created from existing space within proposed or existing primary dwelling units or existing accessory structures. For single family residences, the converted ADU is created from the proposed or existing space of the single-family residence or the existing space of an accessory structure. For multifamily dwelling structures, the converted ADUs are created from portions of the multifamily dwelling structures that are not used as livable space (i.e., storage rooms, passageways, etc.). (Gov. Code, § 66323,

subds. (a)(1), (a)(3)(A).)

What standards apply to ADU conversions?

Objective standards related to height, lot coverage, landscape, design, development, and architectural standards in the local ADU ordinance do not apply to ADU conversions. However, since ADU conversions are created within an existing structure, the height of ADU conversions are limited to the dimension of the original structure. ADU conversions are not subject to setback requirements because they are created within an existing living area or are constructed in the same location and to the same dimensions as an existing structure. (Gov. Code, § 66323, subds. (a)(1), (a)(3)(A).) ADU conversions are subject to all applicable building, health and safety, and fire standards for dwellings.

Can accessory structures be converted into an ADU?

Yes. The conversion of detached garages, sheds, and other existing detached accessory structures into ADUs is permitted by State ADU Law (Gov. Code, §§ 66314, subd. (d)(3); 66323, subds. (a)(1), (a)(4)).

What are Detached ADUs?

Detached ADUs are newly constructed dwelling units that are created on a lot with an existing or proposed single-family or multifamily dwelling structure but are detached from the primary dwelling (Gov. Code, §§ 66314, subd. (d)(3); 66323, subds. (a)(1), (a)(2), (a)(4)(A)).

Can detached ADUs on multifamily lots be attached to each other?

Yes. Multifamily lots qualify for two detached, new construction ADUs on lots with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, not to exceed the total number of existing units on the lot. These ADUs are detached from the primary multifamily structure but do not have to be detached from each other or other accessory structures on the lot. (Gov. Code, § 66323, subd. (a)(4)(A).)

For more information on 66323 Units, please see the “66323 Units” section above.

Unpermitted Structures and ADUs

Can a local agency deny a permit for an unpermitted ADU or JADU built prior to January 1, 2020?

Local agencies may not deny a permit for an unpermitted ADU or JADU created prior to January 1, 2020, unless the unit is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code. An inspector from the local agency may inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards necessary to obtain a permit. If the inspector finds noncompliance with health and safety standards, the local agency shall not penalize an applicant for having the unpermitted ADU or JADU and shall approve necessary permits to correct noncompliance with health and safety standards (Gov. Code, § 66311.7, subd. (f)). However, the local agency may deny a permit if it finds that the building is substandard. This does not preclude the local agency from pursuing enforcement action on these violations, and an applicant may be required to make alterations or repairs accordingly. (Gov. Code, § 66311.7.)

How does an applicant know what items are related to health and safety and may lead to needing corrections for an unpermitted ADU or JADU?

A local agency shall inform the public about the provisions of this section through public information resources, including permit checklists and the local agency's internet website, which shall include both of the following: (1) a checklist of the conditions specified in Section 17920.3 of the Health and Safety Code that would deem a building substandard, and (2) information that, before applying for a permit, the homeowner may obtain a confidential third-party code inspection from a licensed contractor to determine the unit's existing condition or potential scope of building improvements (Gov. Code, § 66311.7, subd. (d)(1), (d)(2)).[3]

Utilities

Can a local agency, special district, or water corporation require a new or separate connection for an ADU or JADU?

ADUs and JADUs created from the existing space of a primary dwelling or accessory structure pursuant to Government Code section 66323, subdivision (a)(1), cannot be required to install a new or separate connection unless the ADU or JADU is constructed concurrently with a new single-family dwelling. For all other ADUs and JADUs not created pursuant to Government Code section 66323, subdivision (a)(1), a new or separate connection directly from the utility to the ADU or JADU may be required (Gov. Code, § 66311.5, subds. (d), (e)).

What if I have questions about electrical or gas utilities in connection with an ADU?

HCD does not have authority over issues related to gas and electrical services. If an applicant believes that a local utility provider is not complying with connection requirements, fee schedules, or other issues that impact the creation of or service of an ADU, the applicant can file a complaint with the appropriate agency.

For privately owned public utilities such as PG&E, contact the California Public Utilities Commission (CPUC) by using CPUC's online complaint form, by calling 1-800-649-7570, or by sending a letter to:

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102–3298

For publicly owned utilities such as SMUD, the applicant will need to contact the utility directly and follow their complaint process.

Zoning, Development, and Other Standards

Must ADUs be allowed jurisdiction-wide?

No. Local agencies may, by ordinance, designate where ADUs are permitted within zones that

[3] See the Department of Consumer Affairs' Contractors State License Board's contractor license check resource, available at https://www2.cslb.ca.gov/onlineservices/checklicenseII/checklicense.aspx.

allow residential use. However, any limits on where ADUs are allowed may only be based on the adequacy of water and sewer service and on the impacts on traffic flow and public safety. (Gov. Code, § 66314, subd. (a).)

Local governments may not preclude the creation of ADUs altogether, and any limitation should be accompanied by detailed findings of fact explaining why ADU limitations are required and consistent with these factors. If a lot with a residence has been rezoned to a use that does not allow for residential uses, that lot is no longer eligible for an ADU. (Gov. Code, §§ 66314; 66323, subd. (a).) Impacts on traffic flow should consider factors like lower car ownership rates for ADUs. Local governments may develop alternative procedures, standards, or special conditions with mitigations for allowing ADUs in areas with potential health and safety concerns. Additionally, these designated areas cannot preclude units described in Government Code section 66323. If a local agency wishes to limit development of all ADUs, including units described in Government code section 66323, then the local agency may impose "a moratorium or similar restriction or limitation on housing development" as described in Government Code section 66300, subdivision (b)(1)(B), only with HCD's approval. Note that any such moratorium or restriction may only be imposed to "specifically protect against an imminent threat to … health and safety…." (Gov. Code, § 66300, subd. (b)(1)(B)(i).)

Can local agencies restrict ADUs based on Fire Hazard Severity Zones or other environmental hazards?

HCD understands that extreme weather conditions occur, and the threat of destructive wildfires cannot be ignored. Some agencies have used the High (HFHSZ) and Very High Fire Hazard Severity Zone (VHFHSZ) maps provided by CAL FIRE to mark areas where ADUs may be restricted or prohibited altogether. However, according to CAL FIRE, the HFHSZ and VHFHSZ maps are intended to govern building materials used in construction and defining zones of defensibility around structures. These are *not* intended to restrict housing development. The presence of a High Fire Hazard Severity Zone is not a conclusive rationale to warrant restricting ADUs. A restriction based on the threat to public safety should be supported with findings detailing the impact of ADUs on public safety. (Gov. Code, § 66314, subd. (a).)

Can an ADU application be denied due to lot density?

No. An ADU ordinance shall provide that ADUs do not exceed the allowable density on the lot (Gov. Code, § 66314, subd. (c)). Additionally, ADUs which conform to Government Code section 66314 shall not be considered to exceed the allowable density for the lot (Gov. Code, §§ 66314, subd. (c); 66319).

Can ADUs serve to qualify a project for a density bonus pursuant to State Density Bonus Law (SDBL), even though the general plan designation on the site allows less than five primary units?

Yes. A project initially qualifies under the SDBL when the project's "total units," as defined in the SDBL (i.e., the number of units in the project *before* a density bonus is received) meet or exceed five units (Gov. Code, § 65915, subd. (o)(8)). Although the SDBL makes no mention of ADUs in its text, it likewise does not expressly narrow the definition of a unit to exclude ADUs. Provided they are counted within the total units of the project, ADUs are a type of housing unit that may be counted for the purposes of achieving the five total unit minimum.

If ADUs can be used to qualify a project under the SDBL's minimum total unit requirement, can they likewise be used to calculate a density bonus?

No. The calculation of a density bonus is based solely on a site's maximum allowable residential density, which does not include ADUs. A density bonus is defined as "a density increases over the otherwise maximum allowable gross residential density…" (Gov. Code, § 65915, subd. (f)). Maximum allowable residential density is defined as "the greatest number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan." (Gov. Code, § 65915, subd. (o)(6).) As an example, if the zoning ordinance allows up to two units and the general plan allows up to three, the applicable maximum allowable residential density (i.e., base density) on the site is three units, even though the addition of two ADUs brings the "total units" to five (see question above). The density bonus would then be calculated on top of a base density of three units, not five.

Can a local government apply design and development standards?

Yes. With an adopted ADU ordinance in compliance with State ADU Law, a local government may apply objective development and design standards that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. These standards must be objective to allow ministerial review of an ADU. (Gov. Code, §§ 66314, subd. (b)(1); 66316.) ADUs created under Government Code section 66323 shall not be subject to design and development standards except for those that are specified in section 66323. (Gov. Code, § 66323, subds. (a), (b)).

Can an ADU be built in a historic district or if the primary residence is subject to historic preservation?

Yes. ADUs are allowed within a historic district and on lots where the primary residence is subject to historic preservation. State ADU Law allows for a local agency to impose standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. (Gov. Code, § 66314, subd. (b)(1).)

As with non-historic resources, an agency may impose objective standards that do not unreasonably restrict the creation of ADUs (Gov. Code, § 66311). Local agencies are encouraged to incorporate these standards into their ordinances and to submit these standards along with their ordinances to HCD.

How should demolition of garages in conjunction with the permitting of an ADU be handled by a local or permitting agency?

The local or permitting agency must review and issue the demolition permit and ADU permit at the same time. The applicant shall not be required to provide written notice or post a placard for the demolition of the garage unless the property is located in an architecturally and historically significant historic district. (Gov. Code, § 66314, subds. (e), (f).)

Resources



Changes to State ADU Laws

AB 1154

AB 1154 (Chapter 507, Statutes of 2025) made various changes to State ADU Law (Gov. Code, § 66333) regarding JADUs and went into effect on January 1, 2026. This bill:

- Specifies that if a JADU has shared sanitation facilities with the primary structure, owner-occupancy will be required. If the JADU does not have shared sanitation facilities, owner-occupancy will not be required (Gov. Code, § 66333, subd. (b)).
- Requires that JADUs can no longer be used as short-term rentals and, if rented, must now be rented for longer than 30 days (Gov. Code, § 66333, subd. (g)).

SB 9

SB 9 (Chapter 510, Statutes of 2025) made various changes to State ADU Law (Gov. Code, § 66326) regarding requirements for local jurisdictions when submitting ordinances to HCD and went into effect on January 1, 2026. This bill:

- Clarifies that if a local agency fails to submit an adopted ADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding its ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs (Gov. Code, § 66326, subd. (d)).

SB 543

SB 543 (Chapter 520, Statutes of 2025) made various changes to State ADU Law (Gov. Code, §§ 66311, 66313, 66317, 66320, 66323; 66324; 66327; 66325; 66332 and added sections 66335; 66335.5; and 66339.5) regarding requirements for local jurisdictions when submitting ordinances to HCD and went into effect on January 1, 2026. This bill:

- Revises the definition of a "junior accessory dwelling unit" to require the size of a JADU to be no more than 500 square feet of interior livable space (Gov. Code, § 66313, subd. (d)).
- Expands HCD's authority over Chapter 13 of Division 1 of Title 7 of the Government Code, including but not limited to review, adopt, amend, or repeal guidelines to additionally grant that authority with respect to terms, references, and standards for JADUs (Gov. Code, § 66311).
- Revises the limitations on impact fees to, instead, prohibit impact fees upon the development of an ADU that has 750 square feet of interior livable space or less or JADU that has 500 square feet of interior livable space or less, and to require that any impact fee on an ADU that has more than 750 square feet of interior livable space be charged proportionately in relation to the square footage of the primary dwelling unit (Gov. Code, § 66311.5, subds. (a) – (d)).
- Requires a permitting agency to determine whether an application for an ADU or JADU is complete and provide written notice of the determination not later than 15 business days after the permitting agency received the application (Gov. Code, § 66317, subd. (a)(2)(A)).
- Requires the permitting agency to provide the applicant with a list of incomplete items and a description of how the application can be made complete in the written notice if it is determined that an application is incomplete (Gov. Code, § 66317, subd. (a)(2)(B)).
- Requires the permitting agency to provide a process for an application to be deemed complete and for applicants to appeal an incompleteness determination or denial, as provided, and requires the permitting agency to provide a final written determination by not later than 60 business days after receipt of the written appeal if a permit application is determined to be incomplete or is denied (Gov. Code, § 66317, subd. (d)(1)).
- Specifies that an ADU or JADU that contains less than 500 square feet of interior livable space does not increase assessable space (Gov. Code, § 66311, subds. (d)). This is important to the calculation and imposition of school fees.
- Revises size limitations to be based on the square footage of interior living space of the ADU (Gov. Code, § 66321, subds. (b)(2)(A), (b)(2)(B), and (b)(3)).
- Specifies the number of allowable ADUs described under Government Code section 66323 per lot (Gov. Code, § 66323, subd. (a)).
- Clarifies that fire sprinklers are not required for a JADU if the primary residence does not have fire sprinklers and that the addition of a JADU cannot trigger the requirement for fire sprinklers (Gov. Code, § 66323, subd. (d)).
- Adds section 66333.5, which specifies that if a local agency fails to submit an adopted JADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and

the local agency must only apply State ADU Law when processing applications for JADUs.

New Government Code Sections	Previous Government Code Sections
66311.5	66324
66313.5	66327
66311.7	66332

AB 462

AB 462 (Chapter 491, Statutes of 2025) made various changes to State ADU Law (Gov. Code, §§ 66328 and 66329) regarding requirements for the issuance of a certificate of occupancy during a declared state of emergency and creating an exception in coastal jurisdictions. This bill went into effect on October 10, 2025, as an urgency bill. This bill:

- Requires a local agency to issue a certificate of occupancy for an ADU constructed in a county that is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, even if the primary dwelling has not yet been issued a certificate of occupancy, if certain requirements are met, including that the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation (Gov. Code, § 66328).
- Clarifies application processing when in a coastal zone by requiring a local government or the Coastal Commission, as specified, to either approve or deny a coastal development permit application for an ADU within 60 days of receiving a completed application (Gov. Code, § 66329, subd. (a)).

AB 130

AB 130 (Chapter 22, Statutes of 2025) made changes to the Civil Code and State ADU Law (Gov. Code, § 66323) regarding ADUs and went into effect on June 30, 2025. This bill:

- Specifies that reasonable restrictions in covenants, restrictions, and conditions, as described in the Civil Code, shall not include any fees or other financial requirements (Civil Code, § 714.3, subd. (b)).
- Removes Government Code section 66323, subdivision (g), which allowed the imposition of objective standards on ADUs in multifamily dwelling structures if the local agency had adopted an ADU ordinance by July 1, 2018.

AB 2533

AB 2533 (Chapter 834, Statutes of 2024) made various changes to State ADU Law (Gov. Code, § 66311.7) regarding unpermitted ADUs and went into effect on January 1, 2025. This bill:

- Prohibits a local agency from denying a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations, unless the local

agency makes a finding that correcting the violation is necessary to comply with conditions that would otherwise deem a building substandard.
- Requires a local agency to inform the public about the provisions prohibiting denial of a permit for an unpermitted ADU or JADU.
- Requires this information to include a checklist of the conditions that deem a building substandard and to inform homeowners that, before submitting a permit application, the homeowner may obtain a confidential third-party code inspection from a licensed contractor.
- Prohibits a local agency from requiring a homeowner to pay impact fees or connection or capacity charges except under specified circumstances.
- Authorizes an inspector from a local agency, upon receiving an application for a permit for a previously unpermitted ADU or JADU constructed before January 1, 2020, to inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards.
- Prohibits the local agency from penalizing an applicant for having the unpermitted ADU and would require the local agency to approve necessary permits to correct noncompliance with health and safety standards.

SB 1211

SB 1211 (Chapter 296, Statutes of 2024) made various changes to State ADU Law (Gov. Code, §§ 66313, 66314, 66323) with regard to replacement parking and 66323 Units on lots with existing or proposed multifamily dwellings and went into effect on January 1, 2025. This bill:

- Defines “livable space” as a space in a dwelling intended for human habitation, as the term appears in Government Code sections 66313, subdivision (e), and 66323, subdivision (a)(3)(A).
- Specifies that uncovered, off-street parking spaces demolished in conjunction with the construction of an ADU do not need to be replaced.
- Authorizes up to eight detached ADUs on a lot with an existing multifamily dwelling, provided that the number of ADUs does not exceed the number of existing units on the lot.
- Prohibits a local agency from imposing any objective development standards on 66323 Units that are not authorized by the provisions of Government Code section 66323, subdivision (a).

SB 477

SB 477 (Chapter 7, Statutes of 2024) made changes to the numbering of the sections of Government Code for State ADU and JADU Laws. The bill went into effect on March 25, 2024.

New Government Code Sections	Previous Government Code Sections
Article 1. General Provisions	
66310	65852.150 (a)
66311	65852.150 (b)

New Government Code Sections	Previous Government Code Sections
66312	65852.150 (c)
66313	General Definition Section 65852.2 (j) 65852.22 (j)
Article 2. Accessory Dwelling Unit Approvals	
66314	65852.2 (a)(1)(A), (D)(i)-(xii), (a)(4)-(5)
66315	65852.2 (a)(8)
66316	65852.2 (a)(6)
66317	65852.2 (a)(3), (a)(7)
66318	65852.2 (a)(9) 65852.2 (a)(2)
66319	65852.2 (a)(10)
66320	65852.2 (b)
66321	65852.2 (c)
66322	65852.2 (d)
66323	65852.2 (e)
66324	65852.2 (f)
66325	65852.2 (g)
66326	65852.2 (h)
66327	65852.2 (i)
66328	65852.2 (k)
66329	65852.2 (l)
66330	65852.2 (m)
66331	65852.2 (n)
66332	65852.23.
Article 3. Junior Accessory Dwelling Units	
66333	65852.22 (a)
66334	65852.22 (b)
66335	65852.22 (c)
66336	65852.22 (d)
66337	65852.22 (e)
66338	65852.22 (f)-(g)
66339	65852.22 (h)
Article 4. Accessory Dwelling Unit Sales	
66340	65852.26 (b)
66341	65852.26 (a)
66342	65852.2 (a)(10)

Note: The statutory references below have been adjusted to the new numbering described above.

AB 976 and AB 1033

AB 976 (Chapter 751, Statutes of 2023) and AB 1033 (Chapter 1033, Statutes of 2023) made changes to State ADU Law (Gov. Code, §§ 66310-66342) regarding the occupancy, sale, and separate conveyance of ADUs and went into effect on January 1, 2024. These bills:

- Removed the existing 2025 sunset prohibition on a local agency imposing an owner-occupancy requirement on any ADU and would instead prohibit a local agency from requiring owner-occupancy for an ADU (Gov. Code, § 66315).
- Authorized a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU(s) as condominiums, subject to certain conditions (Gov. Code, §§ 66340-66342). Specifically:
    - Condominiums shall be created pursuant to the Davis-Stirling Common Interest Development Act.
    - Condominiums shall be created in conformance with the Subdivision Map Act.
    - Requires a safety inspection of the ADU prior to recordation of the condominium plan.
    - Requires lienholders' consent prior to recordation of the subdivision map or condominium plan.
    - The local agency shall provide notice to consumers regarding requirements, establishment of condominium, and lienholder consent.
    - Requires homeowner notice to utilities.
    - The owner of a separate interest in an existing planned development must obtain express written authorization from the association.

AB 1332

AB 1332 (Chapter 759, Statutes of 2023) added section 65852.27 to the Government Code to expedite the approval of ADUs and went into effect on January 1, 2024. This bill:

- Requires the local agency to develop a program for the preapproval of ADU plans by January 1, 2025.
- Requires the local agency to accept ADU plan submissions for preapproval from any party and approve or deny applications pursuant to standards established in Government Code sections 66314-66342.
- Requires the local agency to post preapproved ADU plans and the contact information of the applicant on the local agency's internet website.
- Allows the local agency to also post plans pre-approved by other local or state agencies.
- Authorizes a local agency to charge a fee to an applicant for the preapproval of an ADU plan.
- Requires a local agency to approve or deny within 30 days an application for a detached ADU that utilizes either a plan preapproved by the local agency or another agency within the state, or a plan that is identical to a plan in a previously approved application for a detached ADU. The plans must be valid within the current triennial California Building Standards Code rulemaking cycle.

AB 434

AB 434 (Chapter 740, Statutes of 2023) modified amended Government Code section 65585, subdivision (j), by adding State ADU Law (Gov. Code, §§ 66310-66342) and SB 9 (Gov. Code, §§ 65852.21, 66411.7), among others, to the list of laws that HCD is authorized to enforce, including HCD's authority to notify a city, county, city and county, or the Attorney General when the planning agency of a city, county, or city and county fails to comply with those laws. The bill went into effect on January 1, 2024.

AB 345

AB 345 (Chapter 343, Statutes of 2021) built upon recent changes to State ADU Law, to require cities to allow the separate conveyance of ADUs from the primary dwelling in certain circumstances, provided they meet certain conditions, including those listed below, found in Government Code section 66341:

- The ADU or primary dwelling was built or developed by a qualified nonprofit (Gov. Code, § 66341, subd. (a)).
- There is an enforceable restriction on the use of the property between the low-income buyer and nonprofit that satisfies the requirements of Section 402.1 of the Revenue and Taxation Code (Gov. Code, § 66341, subd. (b)).
- The entire property is subject to the affordability restrictions to assure that the ADU and primary dwelling are preserved for owner-occupied, low-income housing for 45 years and are sold or resold only to a qualified buyer (Gov. Code, § 66341, subd. (c)).
- The property is held in a recorded tenancy in common agreement that meets certain requirements (Gov. Code, § 66341, subd. (c)).

AB 345 does not apply to JADUs, and local ordinances must continue to prohibit JADUs from being sold separately from the primary residence.

AB 3182

AB 3182 (Chapter 198, Statutes of 2020) built upon recent changes to ADU Law, specifically Government Code sections 66310-66342 and Civil Code Sections 4740 and 4741, to further address barriers to the development and use of ADUs and JADUs.

This legislation, among other changes, addressed the following:

- States that an application for the creation of an ADU or JADU shall be deemed approved (not just subject to ministerial approval) if the local agency has not approved or denied the completed application within 60 days (Gov. Code, § 66317, subd. (a)).
- Requires ministerial approval of an application for a building permit within a residential or mixed-use zone to create one ADU and one JADU per lot (not one or the other),

within the proposed or existing single-family dwelling, if certain conditions are met (Gov. Code, § 66323, subd. (a)(1)(A)).
- Provides for the rental or leasing of a separate interest ADU or JADU in a common interest development, notwithstanding governing documents that otherwise appear to prohibit renting or leasing of a unit, and without regard to the date of the governing documents (Civ. Code, §§ 4740, subd. (a); 4741, subd. (a)).
- Provides that not less than 25 percent of the separate interest units within a common interest development be allowed as rental or leasable units (Civ. Code, § 4741, subd. (b)).

AB 68, AB 881, and SB 13

AB 68 (Chapter 655, Statutes of 2019), AB 881 (Chapter 659, Statutes of 2019), and SB 13 (Chapter 653, Statutes of 2019) built upon recent changes to State ADU and JADU Law and further address barriers to the development of ADUs and JADUs.

This legislation, among other changes, addresses the following:

- Prohibits local agencies from including in development standards for ADUs requirements on minimum lot size. (Gov. Code, § 66314, subd. (b)(1)).
- Clarifies that areas designated by local agencies for ADUs may be based on the adequacy of water and sewer services, as well as on impacts on traffic flow and public safety (Gov. Code, § 66314, subd. (a)).
- Eliminates all owner-occupancy requirements by local agencies for ADUs approved between January 1, 2020, and January 1, 2025 (Gov. Code, § 66315).
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom and requires approval of a permit to build an ADU of up to 800 square feet (Gov. Code, § 66321, subds. (b)(2), (b)(3)).
- Clarifies that when ADUs are created through the conversion of a garage, carport or covered parking structure, replacement of off-street parking spaces cannot be required by the local agency (Gov. Code, § 66314, subd. (d)(11)).
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days (Gov. Code, §§ 66317, subd. (a); 66335, subd. (2)).
- Clarifies that “public transit” includes various means of transportation that charge set fees, run on fixed routes, and are available to the public (Gov. Code, § 66313, subd. (m)).
- Establishes impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees, and ADUs that are 750 square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling unit (Gov. Code, § 66311.5, subd. (c)(1)).
- Defines an “accessory structure” to mean a structure that is accessory and incidental to a dwelling on the same lot (Gov. Code, § 66313, subd. (b)).
- Authorizes HCD to notify the local agency if HCD finds that the local ADU ordinance is not in compliance with state law (Gov. Code, § 66326, subd. (b)(1)).

- Clarifies that a local agency may identify an ADU or JADU as an adequate site to satisfy its Regional Housing Needs Allocation (RHNA) (Gov. Code, § 65583.1, subd. (a)).
- Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them (Gov. Code, § 66335.5).
- Allows a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom and an interior entry into the single-family residence (Gov. Code, § 66333, subd. (d)).
- Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 66331; HSC, § 17980.12).

AB 587, AB 670, and AB 671

In addition to the legislation listed above, AB 587 (Chapter 657, Statutes of 2019), AB 670 (Chapter 178, Statutes of 2019), and AB 671 (Chapter 658, Statutes of 2019) also have an impact on State ADU Law, particularly through Health and Safety Code section 17980.12.

These pieces of legislation, among other changes, address the following:

- AB 587 creates a narrow exemption to the prohibition for ADUs to be sold or otherwise conveyed separately from the primary dwelling by allowing deed-restricted sales to occur if the local agency adopts an ordinance. To qualify, the primary dwelling and the ADU are to be built by a qualified nonprofit corporation whose mission is to provide units to low-income households. (Gov. Code, § 66340, 66341.)
- AB 670 provides that covenants, conditions, and restrictions that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable (Civ. Code, § 4751)).
- AB 671 requires local agencies' housing elements to include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low-, low-, or moderate-income households and requires HCD to develop a list of state grants and financial incentives in connection with the planning, construction, and operation of affordable ADUs (Gov. Code, § 65583; HSC, § 50504.5)).

Summary Table of Statutory Changes

Bill	Statute Amended	Section	Year Effective
AB 670 (2019)	Civil Code	4751	2020
AB 671 (2019)	Government Code	65583 (c)(7)	2020
AB 671 (2019)	Health and Safety Code	50504.5	2020
AB 3182 (2020)	Civil Code	4740 4741	2021
AB 345 (2021)	Government Code	65852.26	2022
SB 9 (2021)	Government Code	65852.21 66411.7	2022
AB 1584 (2022)	California Civil Code	714.3	2022
SB1069 (2016) AB 2299 (2016) SB 229 (2017) AB 494 (2017) AB 881 (2019) AB 68 (2019) SB 13 (2019) AB 3182 (2020) AB 345 (2021) AB 2221 (2022) SB 897 (2022) AB 976 (2023) AB 1033 (2023)	Government Code	65852.2	2023
AB 2406 (2016) AB 881 (2019) SB 897 (2022)	Government Code	65852.22	2023
SB 897 (2022)	Health and Safety Code	17980.12	2023
AB 1332 (2023)	Government Code	65852.27	2024
AB 434 (2023)	Government Code	65585 (j)	2024
SB 477 (2024)	Government Code	65852.150 65852.2 65852.22 65852.23 65852.26	2024
AB 2533 (2024)	Government Code	66322	2025

SB 1211 (2024)	Government Code	66313 66314 66323	2025
AB 3057 (2024)	Public Resources Code	21080.17	2025
AB 130	Government Code	66323	2025
AB 462	Government Code	66328 66329	2025
SB 543	Government Code	66311 66313 66317 66320 66323 66324 66327 66325 66332 66335 66335.5 66339.5	2026
SB 9 (2025)	Government Code	66326	2026
AB 1154 (2025)	Government Code	66333	2026
SB 1077 (2024)	Public Resources Code	30500.5	2026

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
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March 13, 2023

Tony Stewart, Director of Community Development
City of Port Hueneme
Community Development Department
250 N. Ventura Road
Port Hueneme, CA 93041

Dear Tony Stewart:

RE: Review of Port Hueneme's Accessory Dwelling Unit (ADU) Ordinance under State ADU Law (Gov. Code, § 65852.2)

Thank you for submitting the City of Port Hueneme (City) accessory dwelling unit (ADU) Ordinance No. 791 (Ordinance), adopted January 17, 2023, to the California Department of Housing and Community Development (HCD). HCD has reviewed the Ordinance and submits these written findings pursuant to Government Code section 65852.2, subdivision (h). HCD finds that the Ordinance does not comply with section 65852.2 in the manner noted below. Under that statute, the City has up to 30 days to respond to these findings. Accordingly, the City must provide a written response to these findings no later than April 12, 2023.

The Ordinance addresses many statutory requirements; however, HCD finds that the Ordinance does not comply with State ADU Law in the following respects:

- 10802 (D) and (D)(5) – *ADU Limitation* – The Ordinance states that "[o]nly one (1) accessory dwelling unit shall be allowed on a single lot of record…." And that "A lot may contain up to one ADU and one JADU..." However, Government Code section 65852.2, subdivision (e)(1), states that "[n]otwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following: (A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling…(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure." Moreover subparagraph (B) permits "[o]ne detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks." The use of the term *any* followed by an enumeration of by-right ADU types permitted indicate that any of these ADU types can be combined on a lot zoned for single family dwellings. This permits the creation of

one converted ADU, one detached, new construction ADU, and one JADU. The City must amend it to reflect statute.

- 10802 (D)(5)(a)(3) – *Setbacks* – The Ordinance states that "A lot may contain up to one ADU and one JADU is all of the following apply: …the side and rear setbacks are sufficient for fire and safety." However, Government Code section 65852.2, subdivision (a)(1)(B)(i), allows the City to impose objective standards on dwelling units, and pursuant to subdivision (j)(7), "objective standards" means "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." Additionally, Government Code section 65852.2, subdivision (a)(1)(D)(vii), states that a setback of no more than four feet from side and rear lot lines shall be required for an ADU. Therefore, the City must amend the Ordinance to comply with State ADU Law and should clearly indicate what "sufficient for fire and safety" means so that subjective standards are not being applied.

- 10802 (D)(5)(b)(3) and (D)(6)(b) – *Height* – The Ordinance states that a detached new construction accessory dwelling unit shall have a maximum height of 18 feet. However, Government Code section 65852.2, subdivision (c)(2)(D)(ii), prohibits a local agency from limiting "[a] height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. A local agency shall also allow an additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit." Therefore, the City must amend the Ordinance to allow for an additional two feet of height when applicable.

- 10802 (D)(7) – *Design Requirements* – The Ordinance states that "[t]he architectural treatment and exterior composition of the ADU must be of the same materials, colors and architectural styling of the primary unit, or the entire structure primary dwelling unit must be modified to match the proposed architecture of the ADU." However, local development standards provided by the Ordinance pursuant to Government Code section 65852.2, subdivisions (a) through (d), cannot preclude the approval of ADUs created under subdivision (e). The City must note the exception.

- 10802 (D)(8) – *Entry* – The Ordinance states "[i]f the accessory dwelling unit has a separate entrance from the primary housing unit, the entrance of the accessory dwelling unit cannot face the front property line or must otherwise be oriented so as to clearly subordinate to the primary entrance of the primary housing unit." Statutes for both ADUs and JADUs require independent entry

into the unit. (Gov. Code, §65852.2, subd. (e)(1)(A)(ii) and Gov. Code, § 65852.22, subd. (a)(5)). Furthermore, local development standards provided by the Ordinance pursuant to Government Code section 65852.2, subdivisions (a) through (d), may not preclude ADUs created under Government Code section 65852.2, subdivision (e). Therefore, the City must amend the Ordinance to comply with State ADU Law.

- 10802 (E)(3) – *Multifamily and Subdivision (a)* – The Ordinance states that "[n]ot more than two detached ADUs may be located on a lot that contains an existing multifamily dwelling" in accordance with Government Code section 65852.2, subdivisions (e)(1)(C) and (e)(1)(D). However, it omits the creation of ADUs with *proposed* multifamily buildings subject to Government Code section 65852.2, subdivision (a). Government Code section 65852.2, subdivision (a)(1)(D)(ii), requires ministerial approval for ADUs when "[t]he lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling." Therefore, the City must add language to conform to State ADU Law.

- 10802 (F)(6) – *Parking* – The Ordinance requires replacement parking in the event that a garage is converted to a JADU. However, Government Code section 65852.22, subdivision (b)(1), states "[a]n ordinance shall not require additional parking as a condition to grant a permit." Therefore, the City must remove this requirement.

- 10802 (G)(2) – *Affordability Covenant* – The Ordinance requires a deed restriction with an automatically renewing 55-year term to restrict ADU rents to low- or very low-income levels. However, Government Code section 65852.2, subdivision (a)(8), states "[t]his subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed except that, subject to subparagraph (B), a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days." Therefore, any manner of affordability covenant exceeds statute.

  Furthermore, this restriction appears to have the practical effect of *requiring* rental and *disallowing* occupation by a relative or any other tenant without payment. This may constrain housing choice and result in discriminatory effects on families with children, people with disabilities, and other protected groups in violation of state and federal fair housing laws, including but not limited to Government Code section 65008, subdivisions (a)(1)(A) and (b)(1)(B)(i).

  Lastly, requiring such a deed restriction as a condition of approval constitutes a local regulation on a proposed ADU that violates statute; Government Code

section 65852.2, subdivision (a)(7) states "[n]o other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision." In summary, the City must remove this section.

In response to the findings in this letter, and pursuant to Government Code section 65852.2, subdivision (h)(2)(B), the City must either amend the Ordinance to comply with State ADU Law or adopt the Ordinance without changes. Should the City choose to adopt the Ordinance without the changes specified by HCD, the City must include findings in its resolution that explain the reasons the City finds that the Ordinance complies with State ADU Law despite the findings made by HCD. Accordingly, the City's response should provide a plan and timeline to bring the Ordinance into compliance.

Please note that, pursuant to Government Code section 65852.2, subdivision (h)(3)(A), if the City fails to take either course of action and bring the Ordinance into compliance with State ADU Law, HCD may notify the City and the California Office of the Attorney General that the City is in violation of State ADU Law.

HCD appreciates the City's efforts provided in the preparation and adoption of the Ordinance and welcomes the opportunity to assist the City in fully complying with State ADU Law. Please contact Mike Van Gorder, of our staff, at (916) 916-776-7541 or at mike.vangorder@hcd.ca.gov if you have any questions or would like HCD's technical assistance in these matters.

Sincerely,



Shannan West
Housing Accountability Unit Chief

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
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January 24, 2024

Tony Stewart, Director of Community Development
City of Port Hueneme
Community Development Department
250 N. Ventura Road
Port Hueneme, CA 93041

Dear Tony Stewart:

RE: Letter of Technical Assistance: City of Port Hueneme ADU Ordinance

On March 13, 2023, the California Department of Housing and Community Development (HCD) provided written findings of non-compliance to the City of Port Hueneme (City) accessory dwelling unit (ADU) Ordinance Number 791 (Ordinance). On June 13, 2023, the City submitted its written response to HCD's findings. HCD appreciates the City's time and effort in crafting its response.

However, the City's response fails to address substantial inconsistencies between the City's zoning code and State ADU Law.

HCD requests that the City respond to this letter no later than February 24, 2024, with a detailed plan of action and timeline to bring the Ordinance into compliance pursuant to Government Code section 65852.2, subdivision (h)(2)(B). Specifically, the City must either amend the Ordinance according to HCD's findings or readopt the Ordinance and make express findings via resolution addressing HCD's findings and explaining the reasons the City believes it has complied with State ADU Law despite HCD's findings. (Gov. Code, § 65852.2, subd. (h)(2)(B)).

Pursuant to Government Code section 65852.2, subdivision (h)(3)(A), HCD may notify the Attorney General when a local ordinance is in violation of State ADU Law.

Background and Summary of Issues

In its March 13, 2023, findings, HCD detailed the areas of the Ordinance which violate Government Code section 65852.2. Government Code section 65852.2, subdivision (h)(2)(A), requires that HCD provide jurisdictions "a reasonable time, no longer than 30 days, to respond…." HCD staff reached out on April 24, 2023 to inquire as to the City's response, and was told the City Attorney was drafting it. On May 26, 2023, HCD staff reached out again offering to meet with Port Hueneme staff to discuss the letter. No

official response was provided until June 13, 2023. In its June 13, 2023, letter, the City responded point by point to the findings as they were presented in the HCD letter. This letter will provide responses to the City's specific findings that HCD still considers outstanding and inconsistent with State ADU Law. Note that HCD is only responding the findings that are inconsistent with State ADU Law and will omit from this letter mention of findings that have been properly addressed.

For reference and convenience, HCD's original finding is included in italicized font, followed by the City's response in italicized font, followed by HCD's current response in regular font.

1) ***HCD's Original Finding***
"10802 (D) and (D)(5) – ADU Limitation – The Ordinance states that "Only one (1) accessory dwelling unit shall be allowed on a single lot of record…." And that "A lot may contain up to one ADU and one JADU..." However, Government Code section 65852.2, subdivision (e)(1), states that "Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following: (A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling…(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure." Additionally, subparagraph (B) permits "One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks." The use of the term any followed by an enumeration of by-right ADU types permitted indicate that any of these ADU types can be combined on a lot zoned for single-family dwellings. This permits the creation of one converted ADU, one detached, new construction ADU, and one junior accessory dwelling unit (JADU). The City must amend it to reflect statute."

Port Hueneme's Response
"The Department of Housing and Community Development's (HCD) interpretation of Government Code section 65852.2, subdivision (e)(1) is flawed and not supported by the plain language of the statute. The relevant section provides:

> *Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following: (A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if [a number of provisions apply]; (B) one detached, new construction, accessory. dwelling unit that does not exceed four-foot side and rear setbacks for a lot with a proposed or existing single-family dwelling. <u>The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A)</u>. . . . (C)(i) Multiple accessory dwelling units within the portions of <u>existing multifamily dwelling structures</u> that are not used as livable*

space . . . (D)(1) Not more than two accessory dwelling units that are located on a lot that has an existing or proposed multifamily dwelling . . . (Emphasis added).”

HCD contends that “[t]he use of the term any followed by an enumeration of by-right ADU types permitted indicate that any of these ADU types can be combined on a lot zoned for single family dwellings.” (Emphasis in original). HCD posits the statute requires one converted ADU, one detached, new construction ADU, and one JADU. This interpretation however, completely ignores the fact that subdivisions (C) and (D) are not applicable to single-family lots. The plain language of this statute indicates that certain of the enumerated subdivisions may only be utilized for proposed or existing multifamily dwellings.

Furthermore, HCD’s interpretation renders the penultimate sentence of subdivision (B) superfluous, which is disfavored in statutory interpretation. This sentence, emphasized above, makes clear that one detached, new construction ADU may be combined with a JADU, as described in subparagraph (A). It is important to note that subdivision (A) allows for one ADU and one JADU. When subdivision (B) states that a new construction, detached ADU may be combined with the JADU, the legislature specifically excluded the additional ADU contemplated by subdivision (A).

HCD’s interpretation of the provisions of this statute is unreasonable given the plain language and unsupported by any statutory analysis.”

HCD’s Follow-up Response

Subdivision (e) allows for the combination of units as dictated by the type of primary dwelling unit. HCD’s initial response highlighted only those relevant to single-family homes, which would be the allowed combination of a converted unit and JADU per subdivision (e)(1)(A), and a detached new-construction unit up to 800 square feet per subdivision (e)(1)(B). To clarify, the application of subdivision (e) would require the combination of converted units per subdivision (e)(1)(C), and two detached units pursuant to (e)(1)(D). Port Hueneme must approve the combination, with respect to the type of the primary dwelling, whether single-family or multifamily. There is no ambiguity because subdivisions (e)(1)(A) and (e)(1)(B) explicitly refer to ADU types to be created with a single-family dwelling and subdivisions (e)(1)(C) and (e)(1)(D) refer to ADU types to be created with a multifamily dwelling.

The use of the term “any” followed by an enumeration of by-right ADU types permitted indicate that any of these ADU types can be combined on a lot zoned for single family dwellings. This was changed in 2019 with the passing of clean-up legislation (AB 3182). The Legislature changed “or” to “and” in subparagraph (A) of subdivision (e)(1), but they left the “or” in (A)(i). This change validates HCD’s understanding that two units are allowed under subparagraph (A), with the criteria for creating these two units specified in the subsequent clauses.

This permits a homeowner to create one converted ADU and one JADU. Thus, if the local agency approves an ADU that is created from existing (or proposed) space, and the owner subsequently applies for a detached ADU (or vice versa) that meets the size and setbacks pursuant to the subdivision, the local agency cannot deny the application, nor deny a permit for a JADU under this section. HCD notes that the Legislature, in creating the list, did not use "or" nor "one of" to indicate only one or another would be applicable to the exclusion of the other. Limiting single-family lots to one ADU would prevent property owners from creating ADUs by right under subdivision (e)(1). The additional positive mention of combining a converted (e)(1)(B) ADU and an (e)(1)(A) JADU does not invalidate the prescribed combinations stated at the opening of subdivision (e), as the change from "or" to "and" earlier in the subdivision indicates the legislature's intention to promote this combination.

The City states that the second sentence of subdivision (e)(1)(B) is rendered superfluous under HCD's expressed interpretation, and that such superfluousness invalidates the interpretation. However, it is not superfluous. Statute's pluralistic allowance of ADU and JADU combinations is reinforced with the second sentence of subdivision (e)(1)(B), just as statute prohibits the use of minimum lot sizes in multiple places throughout statute – subdivisions (a)(1), (c)(2)(C), and (e)(6). HCD's interpretation would allow for a combination of a converted ADU under (e)(1)(A) with the detached ADU in (e)(1)(B). The second sentence of subdivision (e)(1)(B) reinforces the combination of a detached ADU and a JADU; A JADU does not have to be combined with a converted ADU only. HCD's statutory analysis is sound, has been legally vetted, and has precedent in other recent ordinance review letters such as our December 9, 2022, letter to Sunnyvale[1] or our August 30, 2023, letter to Tiburon.[2] Port Hueneme must approve such combinations.

2) ***HCD's Original Finding***
"10802 (D)(5)(a)(3) – Setbacks – "The Ordinance states that "A lot may contain up to one ADU and one JADU is all of the following apply: …the side and rear setbacks are sufficient for fire and safety." However, Government Code section 65852.2, subdivision (a)(1)(B)(i), allows the City to impose objective standards on dwelling units, and pursuant to subdivision (j)(7), "objective standards" means "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." Additionally, Government Code section 65852.2, subdivision (a)(1)(D)(vii), states that a setback of no more than four feet from side and rear lot lines shall be required for an ADU. Therefore, the City must amend the Ordinance to

[1] Review of Sunnyvale's Accessory Dwelling Unit (ADU) Ordinance under State ADU Law (Gov. Code, § 65852.2)
[2] Review of Tiburon's Accessory Dwelling Unit (ADU) Ordinance under State ADU Law (Gov. Code, § 65852.2)

comply with State ADU Law and should clearly indicate what "sufficient for fire and safety" means so that subjective standards are not being applied."

Port Hueneme's Response
"HCD takes issue with language that is included in the statute notwithstanding the fact that the City is under no mandatory duty to adopt an ordinance. Government Code section 65852.2, subdivision (e)(1)(A)(iii) states, "[t]he side and rear setbacks are sufficient for fire and safety" in one of the criteria for by-right approval of one ADU and one JADU pursuant to subdivision (A) above. It is important to note that while HCD argues that this imposes subjective criteria into the ADU approval process, this language was specifically selected by the State legislature. The City was under no affirmative duty to enact an ordinance but was authorized to do so by SB 897. If the City had not enacted its ADU ordinance the offending language would still be required pursuant to the default State provisions. Accordingly, the State set the criteria for when an ADU and JADU may be permitted on a lot with a proposed or existing single-family dwelling and determined that "side and rear setbacks are sufficient for fire and safety" was sufficiently objective criteria for ministerial approval for such housing. HCD cannot now take issue with the specific, objective language chosen by the State legislature in enacting SB 897."

HCD's Follow-up Response
While the City is under no obligation to adopt an ordinance, Government Code section 65852.2, subdivision (a)(1), the authorizing statute, prescribes that an adopted "ordinance shall do all of the following:" and the subdivision lists the provisions that the ordinance must adhere to.

HCD's finding addresses units that are subject to Government Code section 65852.2, subdivision (a), not those under subdivision (e). The City responded with a citation to subdivision (e)(1)(A)(iii). Please note that this citation would only apply to a unit created subject to subdivision (e) and *not* to subdivision (a). Subdivision (a) units are subject to local development standards, which are specified in subdivisions (a) through (d). Subdivision (e) begins with the phrase, "Notwithstanding sections (a) through (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following…." Units created pursuant to subdivision (e) are subject only to the standards in that section. Subdivision (a)(1)(D)(vii) is explicit in requiring no more than 4-foot side and rear setbacks.

3) ***HCD's Original Finding***
10802 (G)(2) – Deed Restriction – The Ordinance requires a deed restriction with an automatically renewing 55-year term to restrict ADU rents to low- or very low-income levels. However, Government Code section 65852.2, subdivision (a)(8), states "[t]his subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed except that, subject to subparagraph (B),

a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days." Therefore, any manner of affordability covenant exceeds statute.

Furthermore, this restriction appears to have the practical effect of requiring rental and disallowing occupation by a relative or any other tenant without payment. This may constrain housing choice and result in discriminatory effects on families with children, people with disabilities, and other protected groups in violation of state and federal fair housing laws, including but not limited to Government Code section 65008, subdivisions (a)(1)(A) and (b)(1)(B)(i).

Requiring such a deed restriction as a condition of approval constitutes a local regulation on a proposed ADU that violates statute; Government Code section 65852.2, subdivision (a)(7) states "[n]o other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision." In summary, the City must remove this section.

Port Hueneme's Response
"Once again, HCD takes issue with the affordability covenant. On August 18, 2022, myself, Tony Stewart, Shawn Danino, Mike Van Gorder, Jay Cross, and Cerlinda (surname unknown) met via zoom to discuss the ADU ordinance and the affordability covenant. During that meeting, I presented the City's position that the affordability covenant is not a design standard and is not affected by Government Code sections 65852.2 or 65852.22, which is plainly stated as the import of Section 65852.2, subdivision (a)(8). I was informed that HCD would look into the issues I raised and provide analysis on its authority to regulate this matter in the absence of apparent authority to do so. In fact, Mr. Cross represented the City could expect HCD's response within two to three weeks. To date, no analysis responding to my concerns has been provided.

The presence of an affordability covenant does not add any design standard. Furthermore, there is no reasonable argument that executing a form affordability covenant is the basis for delay or denial in contravention of subdivision (a)(7). This form is executed at the time of submission of a ministerial application and has no ability to delay the issuance of a building permit. In addition, this covenant does not impose any subjective criteria; it is submitted, or it is not. The stated purpose of Government Code sections 65852.150 et seq. to provide ADUs as a valuable form of housing to "family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods." Moreover, the State indicates that available housing is falling short of meeting existing and future housing demands.

During our August 18, 2022, meeting, I explained that the City of Port Hueneme is a built-out beach community. There is a very real threat that these ADUs are not going to contribute to the State's housing needs as contemplated by the ADU statutes.

Without an affordability covenant, these properties will be rented out for summer getaways at significantly above market prices doing nothing to alleviate the State's housing concerns. It is for this reason that HCD was contacted in the first instance regarding this covenant.

Given that this covenant imposes no design criteria, I inquired as to HCD's authority to regulate in this area pursuant to Sections 65852.2 and 65852.22. I explained that this issue is one of municipal concern and the City's Charter would provide authority for this imposition. I specifically requested that HCD identify a single statute that the City is violating. Instead, HCD reiterates that the affordability covenant is a design standard and delays the process, which is objectively incorrect.

In the March 13, 2023, letter, the statement is made that the affordability covenant may discriminate against certain groups in violation of state and federal housing laws with a reference to Government Code section 65008. It is unclear how HCD alleges this Section is implicated, as there is no reference to lawful occupation, age, familial status, or any characteristic that would appear to offend these protected classes. The City requests an explanation of this reference. In the event such discrimination is implicated the City is committed to remedying the situation."

HCD's Follow-Up Response
HCD did not find that the requirement of an affordability covenant a "design standard". The initial letter referred to Government Code section 65852.2, subdivision (a)(8) to note that "no additional standards" may apply other than those that appear within the section. This was to illustrate that deed restrictions and affordability covenants are not found in State ADU Law, and their inclusion would violate subdivision (a)(8). The City took the use of this reference as grounds for its claim that HCD considers an affordability covenant a design standard, and, to paraphrase, "therefore as it is not a design standard, HCD has no enforcement authority." This statement is baseless, as only part of state ADU statute is relevant to design standards, and HCD enforces the whole of ADU statute.

The City states "there is no reasonable argument that executing a form affordability covenant is the basis for delay or denial in contravention of subdivision (a)(7). This form is executed at the time of submission of a ministerial application and has no ability to delay the issuance of a building permit." This form, while required by the Ordinance, does not appear in the Ordinance itself and is therefore explicitly subject to Government Code section 65852.2, subdivision (a)(7), which states, "No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision." The Ordinance states, "the property owner shall file with the County Recorder upon approval by the City Attorney as to form and content, a deed restriction covenant…" and "the property owner shall file with the County Recorder upon approval by the City Attorney as to form and content an affordable housing agreement." The timing of the execution of the forms in question is immaterial, as their requirement as part of the application process is the core issue.

ADU applications without a deed restriction or compliant affordability covenant may be considered “incomplete”. Therefore, the absence of such a deed restriction and/or covenant would be the grounds for the City’s refusal to process the application or delaying the application until it expires, or otherwise delaying or denying a building permit. HCD has received complaints from homeowners in the City that refused to sign the affordability covenant and whose ADU applications were considered incomplete, not accepted, or otherwise not allowed to proceed. By deeming an application incomplete or otherwise not processing the application, the City effectively denies the ADU application.

The City states that HCD has not provided an analysis of its position. The analysis was incorporated in the March 13, 2023, findings letter. The City made no substantial response to HCD’s concern that an affordability requirement as written would require rentability and prohibit occupation without payment of rent, but instead asked for substantiation as to how that presents a fair housing challenge. To this question: requiring that ADUs be available only for rent to lower-income households or seniors would disallow occupation without payment of rent, which would prevent use by family members (for example, the adult child of the homeowner and that adult child’s family) or disabled relatives. Therefore, both familial status and disability could constitute grounds for a fair housing conflict. Alternatively, permanently suppressing potential income from the ADU actively discourages development of a unit that *could* be used as a low-income unit at some point or points in its life cycle. A homeowner is less likely to create a low-income unit if they are obligated to permanently restrict its potential income, leading to a potential “no-win” situation for affordability.

In response to the City’s concern that ADUs would be rented out as “summer getaways” rather than as permanent residences, Government Code section 65852.2, subdivision (a)(8)(C) states “A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.”

Review of the City’s most recent adopted housing element reveals an inconsistency. On page 1-32, under Quantified Objectives, the City projects the development of eight ADUs (roughly 6.5 percent of its total Regional Housing Needs Assessment (RHNA) obligation) over the planning period. These ADUs are projected as being specifically and exclusively for the moderate-income category. Requiring that all ADUs be income-restricted to low- or very low-income residents in perpetuity, would prohibit the development of the eight moderate-income ADUs that the City has claimed in its RHNA obligations.

Conclusion

Given the deficiencies described above and in HCD's March 13, 2023 letter, the City's Ordinance is inconsistent with State ADU Law. Government Code section 65852.2, subdivision (a)(4), states that if "a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision.... that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section." HCD has the authority to make findings as to whether an ADU ordinance complies with the requirements of this subdivision. (Gov. Code, § 65852.2, subd. (h)(1).) Government Code section 65852.2, subdivision (h)(3)(A), authorizes HCD to notify the California Office of the Attorney General that the City is in violation of this state law.

HCD appreciates the City's efforts in the preparation and adoption of the Ordinance and welcomes the opportunity to assist the City in fully complying with State ADU Law. Please feel free to contact Mike Van Gorder, of our staff, at (916) 776-7541 or at mike.vangorder@hcd.ca.gov.

Sincerely,

Jamie Candelaria

Jamie Candelaria
Senior Housing Accountability Unit Manager
Housing Policy Development Division

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July 9, 2024

Tony Stewart, Director of Community Development
City of Port Hueneme
Community Development Department
250 N. Ventura Road
Port Hueneme, CA 93041

Dear Tony Stewart:

RE: City of Port Hueneme Non-Compliant Ordinance Under State Accessory Dwelling Unit (ADU) Law – Notice of Violation

Please Note: As of March 25, 2024, with the Chaptering of Senate Bill (SB) 477 (Chapter 7, Statutes of 2024), the sections of Government Code relevant to State ADU and junior accessory dwelling unit (JADU) Law have been re-numbered (Enclosure).

The California Department of Housing and Community Development (HCD) is aware that the City of Port Hueneme (City) has not amended ADU Ordinance No. 791. HCD hereby notifies the City that its failure to either adopt an amended ordinance that complies with State ADU Law or adopt the Ordinance without changes and include findings explaining why the City believes the Ordinance complies with the law is unlawful under Government Code section 66326, subdivision (b)(2). In addition, the City's failure to utilize State ADU Law in place of its non-compliant ordinance is a violation of Government Code sections 66325 and 66316.

Background

HCD issued a review of Port Hueneme's ADU Ordinance on March 13, 2023. The Port Hueneme City Attorney's office replied on June 13, 2023 to accept some of HCD's findings while rejecting and rebutting other findings. HCD responded on January 24, 2024, addressing each point of rebuttal in the City's response. City staff requested a meeting with HCD staff on February 28, 2024. During the meeting, City staff presented arguments to support the City's position.

Analysis

HCD does not find the City's responses in the June 13, 2023, letter and in the meeting on February 28, 2024, to be persuasive. HCD reaffirms the findings provided in the March 13, 2023, and January 24, 2024, letters. The City made no attempts to remedy

the findings in question, particularly the “ADU Limitation” and “Affordability Covenant” findings that were present in both of HCD’s letters and were a main point of contention in the February 28, 2024, meeting.

Pursuant to Government Code section 66326, subdivision (b)(2), after considering HCD’s findings, a local agency shall either amend its ordinance pursuant to HCD’s findings or adopt a non-compliant ordinance without changes. If the City chooses the latter option, the City must include findings via a resolution that explain why the ordinance complies with State ADU Law despite HCD’s findings.[1] Any final amendment or resolution regarding the City’s ADU Ordinance must address *all* of HCD’s findings related to the City’s failure to comply with State ADU Law. Any amendment or resolution that does not address the entirety of HCD’s findings does not fulfill the requirements of Government Code section 66326, subdivision (b)(2).

The City has neither amended its Ordinance nor adopted the non-compliant Ordinance with findings in a resolution to adequately support why it believes it is compliant with State ADU Law, in violation of Government Code section 66326, subdivision (b)(2). Accordingly, pursuant to section 66326, subdivision (c)(1), HCD is notifying the City that it “is in violation of state law.”

Additionally, because the City has not addressed the deficiencies in its ordinance that HCD identified, the City’s ordinance conflicts with state law. The City must therefore utilize State ADU Law when processing ADU applications pursuant to Government Code section 66325, which states, “Except as provided in subdivision (b), this article shall supersede a conflicting local ordinance.” Additionally, in accordance with Government Code section 66316, “If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this article, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this article for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this article.”

Since the February 28, 2024, meeting, HCD has received multiple complaints through the ADU Technical Assistance Portal from Port Hueneme residents who claim that the City continues to act inconsistently with State ADU Law in ways that are relevant to HCD’s findings. In other words, the City continues to apply provisions of its Ordinance that do not comply with State ADU Law. As a result, the City is in violation of Government Code sections 66325 and 66316.

[1] Gov. Code, § 66326, subd. (b)(2).

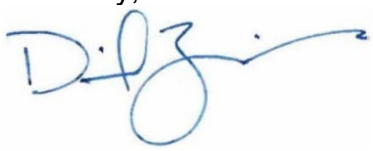
Conclusion and Next Steps

HCD finds that the City has failed to amend Ordinance No. 5997 to comply with Government Code sections 66310-66342 or adopt the Ordinance without changes with findings via a resolution explaining why the Ordinance complies with these sections despite HCD's findings.[2] In addition, the City has demonstrated that it is not applying the standards in State ADU Law until it adopts an ordinance that complies with the law.[3] As a result, the City is in violation of State ADU Law.

As a reminder, HCD has enforcement authority over State ADU Law.[4] If HCD finds that a city's actions do not comply with State ADU Law, HCD may notify the California Office of the Attorney General that the local government is in violation of state law.[5] The City has 30 days to respond to this Notice of Violation and must provide a written response and plan of action to remedy the violations of State ADU Law no later than August 9, 2024. HCD will consider this response before taking further action authorized by state law, including referral to the California Office of the Attorney General.

If you have any questions or would like to discuss the contents of this letter., please contact Mike Van Gorder at Mike.VanGorder@hcd.ca.gov.

Sincerely,



David Zisser
Assistant Deputy Director
Local Government Relations and Accountability

Enclosure – State ADU/JADU Law Statutory Conversion Table

[2] Ibid.
[3] Gov. Code, §§ 66325, 66316.
[4] Gov. Code, §§ 65585, subd. (j)(15); 66326.
[5] Gov. Code, §§ 65585, subd. (j); 66326, subd. (c)(1).

New Government Code Sections	Previous Government Code Sections
Article 1. General Provisions	
66310	65852.150 (a)
66311	65852.150 (b)
66312	65852.150 (c)
66313	General Definition Section 65852.2 (j) 65852.22 (j)
Article 2. Accessory Dwelling Unit Approvals	
66314	65852.2(a)(1)(A), (D)(i)-(xii), (a)(4)-(5)
66315	65852.2 (a)(8)
66316	65852.2 (a)(6)
66317	65852.2 (a)(3), (a)(7)
66318	65852.2 (a)(9), 65852.2 (a)(2)
66319	65852.2 (a)(10)
66320	65852.2 (b)
66321	65852.2 (c)
66322	65852.2 (d)
66323	65852.2 (e)
66324	65852.2 (f)
66325	65852.2 (g)
66326	65852.2 (h)
66327	65852.2 (i)
66328	65852.2 (k)
66329	65852.2 (l)
66330	65852.2 (m)
66331	65852.2 (n)
66332	65852.23.
Article 3. Junior Accessory Dwelling Units	
66333	65852.22 (a)
66334	65852.22 (b)
66335	65852.22 (c)
66336	65852.22 (d)
66337	65852.22 (e)
66338	65852.22 (f)-(g)
66339	65852.22 (h)
Article 4. Accessory Dwelling Unit Sales	
66340	65852.26 (b)
66341	65852.26 (a)
66342	65852.2 (a)(10)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

December 5, 2025

Patrick Prescott
Director, Community Development
City of Burbank
275 East Olive Avenue
Burbank, CA 91502

Dear Patrick Prescott:

RE: City of Burbank – Accessory Dwelling Unit (ADU) Ordinance Updates – Letter of Technical Assistance

The most recent ADU ordinance on file for the City of Burbank with the California Department of Housing and Community Development (HCD) is from 2020. Given the numerous changes to State ADU Law since the adoption of the ordinance, the ordinance may be outdated and out of compliance with State ADU Law. If HCD's records are incorrect, and a new ordinance has been adopted, please submit it to the ADU Portal for HCD's review.

Below are the changes to State ADU Law that have occurred in recent years and may warrant an update to the City of Burbank's ADU ordinance:

Updates to the ADU Handbook (2025)

- Clarifies that ADU Law prohibits deed restrictions on ADUs. A deed restriction would be an "additional standard" and thus cannot be imposed on ADUs (Gov. Code, § 66315).
- Clarifies that homeowners' associations (HOAs), as a third party, cannot influence the approval of an application to create an ADU. Third party reviews by an HOA or their representatives or agents would violate State ADU Law. (Gov. Code, § 66315.) No other local ordinances, policies, or regulations may be applied in the approval or denial of an ADU or junior ADU (JADU) permit application (Gov. Code, § 66317, subd. (c)).
- Clarifies that a local agency may not require parking as a condition to permitting a JADU, even when the JADU is converted from an attached garage (Gov. Code, § 66334, subd. (a)).

Changes to ADU Law in 2025:

- Specifies that if a JADU has shared sanitation facilities with the primary structure, owner-occupancy will be required. If the JADU does *not* have shared sanitation facilities, owner-occupancy will *not* be required (Gov. Code, § 66333, subd. (b)).
- Require rental terms for JADUs for terms longer than 30 days (Gov. Code, § 66333, subd. (g)).
- Specifies that if a local agency fails to submit an adopted ADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs (Gov. Code, § 66326, subd. (d)).
- Revises the definition of a "junior accessory dwelling unit" to require the size of a JADU to be no more than 500 square feet of interior livable space (Gov. Code, § 66313, subd. (d)).
- Revises the limitations on impact fees to, instead, prohibit impact fees upon the development of an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less, and to require that any impact fee on an ADU that has more than 750 square feet of interior livable space be charged proportionately in relation to the square footage of the primary dwelling unit (Gov. Code, § 66311.5, subds. (a) – (d)).
- Requires a permitting agency to determine whether an application for an ADU or JADU is complete and provide written notice of the determination not later than 15 business days after the permitting agency received the application (Gov. Code, § 66317, subd. (a)(2)(A)).
- Requires the permitting agency to provide the applicant with a list of incomplete items and a description of how the application can be made complete in the written notice and authorizes the applicant to cure and address the application, as specified, if it is determined that an application is incomplete (Gov. Code, § 66317, subd. (a)(2)(B)).
- Requires the permitting agency to provide a process for the applicant to appeal a denied application, as provided, and requires the permitting agency to provide a final written determination by not later than 60 business days after receipt of the written appeal if a permit application is determined to be incomplete or is denied (Gov. Code, § 66317, subd. (d)(1)).
- Specifies that an ADU or JADU that contains less than 500 square feet of interior livable space does not increase assessable space.
- Revises size limitations to be based on the square footage of interior living space of the ADU (Gov. Code, § 66321, subds. (b)(2)(A), (b)(2)(B), and (b)(3)).
- Specifies the number of allowable ADUs per lot with a proposed or existing single-family dwelling (Gov. Code, § 66323, subd. (a).

- Clarifies that fire sprinklers are not required for a JADU if the primary residence does not have fire sprinklers and that the addition of a JADU cannot trigger the requirement for fire sprinklers (Gov. Code, § 66323, subd. (d)).
- Adds section 66333.5, which specifies that if a local agency fails to submit an adopted JADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when processing applications for ADUs.
- Requires a local agency to issue a certificate of occupancy for an ADU constructed in a county that is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, even if the primary dwelling has not yet been issued a certificate of occupancy, if certain requirements are met, including that the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation (Gov. Code, § 66328).
- Creates an exception to areas that fall under the California Coastal Act by requiring a local government or the Coastal Commission, as specified, to either approve or deny a coastal development permit application for an ADU within 60 days of receiving a completed application (Gov. Code, § 66329, subd. (a).)
- Specifies that no reimbursement is required for school service charges, fees, or assessments sufficient to pay for the program or level of service within the meaning of Government Code section 17556 (Gov. Code, § 66329).
- Specifies that reasonable restrictions in covenants, restrictions, and conditions, as described in the Civil Code, shall not include any fees or other financial requirements (Civil Code, § 714.3, subd. (b)).

Changes to ADU Law in 2024:

- SB 477 (Chapter 7, Statutes of 2024) made changes to the numbering of the sections of the Government Code for State ADU and JADU Laws.
- Prohibits a local agency from denying a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations, unless the local agency makes a finding that correcting the violation is necessary to comply with conditions that would otherwise deem a building substandard (Gov. Code, § 66332, subds. (a)-(c)).
- Defines "livable space" as a space in a dwelling intended for human habitation, as the term appears in Government Code sections 66313, subdivision (e), and 66323, subdivision (a)(3)(A).
- Provides that uncovered, off-street parking spaces demolished in conjunction with the construction of an ADU do not need to be replaced (Gov. Code, § 66314, subd. (d)(11)).

- Changes the allowable number of detached ADUs on a lot with an existing multifamily dwelling to eight detached ADUs, provided that the number of ADUs does not exceed the number of existing units on the lot (Gov. Code, § 66323, subd. (a)(4)(A)(ii)).
- Prohibits a local agency from imposing any objective development standards on 66323 Units that are not authorized by the provisions of Government Code section 66323, subdivision (a) (Gov. Code, § 66323, subd. (b)).

Changes to ADU Law in 2023:

- Sunsets a former prohibition on a local agency imposing an owner occupancy requirement on any ADU and instead prohibits a local agency from requiring owner occupancy for an ADU (Gov. Code, § 66315).
- Allows a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU(s) as condominiums, subject to certain conditions (Gov. Code, §§ 66340-66342).

Changes to ADU Law in 2021:

- Allows a local agency to permit the separate conveyance of ADUs from the primary dwelling under Government Code section 66341 in certain circumstances.

Changes to ADU Law in 2020:

- Requires that an application for the creation of an ADU or JADU is deemed approved (not just subject to ministerial approval) if the local agency has not approved or denied the completed application within 60 days (Gov. Code, § 66317, subd. (a)).
- Requires ministerial approval of an application for a building permit within a residential or mixed-use zone to create one ADU and one JADU per lot (not one or the other), within the proposed or existing single-family dwelling, if certain conditions are met (Gov. Code, § 66323, subd. (a)(1)(A)).
- Allows for rental or leasing of a separate interest ADU or JADU in a common interest development, notwithstanding governing documents that otherwise appear to prohibit renting or leasing of a unit, and without regard to the date of the governing documents (Civ. Code, §§ 4740, subd. (a); 4741, subd. (a)).
- Allows a homeowner to create “any of the following”: one converted or attached ADU; one detached, new construction ADU; and one JADU (Gov. Code, § 66323, subds. (a)(1)-(2)). More information can be found in HCD’s 2025 ADU Handbook.

Changes to ADU Law in 2019:

- Prohibits a local agency from including requirements on minimum lot size in development standards for ADUs (Gov. Code, § 66314, subd. (b)(1)).
- Allows a local agency to designate areas where ADUs may be located based on the adequacy of water and sewer services, as well as on impacts on traffic flow and public safety (Gov. Code, § 66314, subd. (a)).
- Eliminates all owner occupancy requirements by a local agency for ADUs approved between January 1, 2020, and January 1, 2025 (Gov. Code, § 66315).
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom and requires approval of a permit to build an ADU of up to 800 square feet (Gov. Code, § 66321, subds. (b)(2), (b)(3)).
- Prohibits a local agency from requiring replacement of off-street parking spaces for ADUs created through the conversion of a garage, carport, or covered parking structure (Gov. Code, § 66314, subd. (d)(11)).
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days (Gov. Code, §§ 66317, subd. (a); 66335, subd. (2)).
- Clarifies that “public transit” includes various means of transportation that charge set fees, run on fixed routes, and are available to the public (Gov. Code, § 66313, subd. (m)).
- Adds impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees, and ADUs that are 750 square feet or larger may be charged impact fees, but those fees must be proportional in size (by square foot) to fees charged for the primary dwelling unit (Gov. Code, § 66324, subd. (c)(1)).
- Defines of an “accessory structure” to mean a structure that is accessory and incidental to a dwelling on the same lot (Gov. Code, § 66313, subd. (b)).
- Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them (Gov. Code, § 66320).
- Allows for a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom and an interior entry into the single-family residence (Gov. Code, § 66333, subd. (d)).
- Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 66331; HSC, § 17980.12).

- Makes covenants, conditions, and restrictions that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use void and unenforceable (Civ. Code, § 4751)).

If an existing ADU ordinance fails to meet the requirements of State ADU Law, the ordinance is "null and void" and the local jurisdiction must apply the standards set forth in State ADU Law until it adopts an ordinance that complies with state law (Gov. Code, § 66316). HCD recommends that a local jurisdiction with a noncompliant ADU ordinance repeal the ordinance to provide clarity for ADU applicants who may otherwise rely on the outdated ordinance.

HCD requests a response by January 4, 2026 with either (1) a description of how the ADU ordinance continues to comply with State ADU Law despite the changes to the law, or (2) a plan and timeline to either repeal the current ordinance or adopt an amended, compliant ordinance and submit it to HCD for review.

If you have any questions or need additional information, please contact Reshma Sen at Reshma.sen@hcd.ca.gov.

Sincerely,

Jamie Candelaria

Jamie Candelaria
Section Chief, ADU Policy
Housing Accountability Unit

City of Burbank's Draft ADU Ordinance Preliminary Review

Reviewed by Auzzie Sheard IV
Reviewed on 04/03/2026

The following comments reflect conflicts between current State ADU Laws and the City of Burbank's (City) Draft ADU Ordinance (2-26-2026) (Ordinance).

Where local ADU regulations conflict with State ADU Law without basis in any superseding laws, the City must adopt an ADU Ordinance to bring the local regulations into compliance with State ADU Law. This preliminary review represents a non-exhaustive list of conflicts to identify major inconsistences particularly due to recent State ADU Law updates.

Areas of Concern:

To better assist staff with drafting an ordinance that will be consistent with State ADU Law, please review recent legislation that amended State ADU Law and incorporate relevant language into the City's next working draft:

- Assembly Bill (AB) 130 – Effective 6/30/2025
- AB 462 – Effective 10/10/2025
- AB 1154 – 1/1/2026
- Senate Bill (SB) – 9 1/1/2026
- SB 543 – 1/1/2026

1. 10-1-620.3 and 4 – *State Mandated ADUs (66323 UNITS) and Local ADUs* – The Ordinance states "Notwithstanding the design and development standards outlined in Section 10-1-620.4…accessory dwelling units and junior accessory dwelling units shall be permitted in accordance with Government Code 66323 ("State Mandated Units")… State Mandated Units must comply with all requirements in Government Code 66323." In establishing local design and development standards the Ordinance also states, "Unless otherwise preempted by state law, the design and construction of all newly constructed accessory dwelling units ("ADU") and junior accessory dwelling units ("Junior ADU") shall comply with all applicable building, housing, zoning and site development standards of this division...". The Ordinance does not establish a clear and obvious distinction between the two primary categories of ADUs established by State ADU Law. "State Mandated Units," authorized pursuant to Government Code section 66323, are exempt from local objective standards that are not expressly included in that section. In contrast, ADUs authorized under a local ordinance adopted pursuant to Government Code section 66314 are subject to the local objective standards contained in the Ordinance. To improve clarity, the Ordinance should more explicitly state that State Mandated Units are exempt from all local design and development standards not authorized by Government Code

section 66323. One approach would be to utilize the language currently in Section 10-1-620.4.I.

2. 10-1-620.4.A – *ADU Application Review* – The Ordinance states "Notwithstanding the foregoing, if an application for an ADU or Junior ADU is submitted concurrently with an application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the application for the ADU or Junior ADU until the permit application to create the new single-family or multifamily dwelling is approved or denied." While the City may delay approving or denying the application for the ADU or Junior ADU as described, State ADU Law also requires a local agency to consider the application to create the ADU without discretionary review or hearing. The Ordinance to ensure a ministerial review for applications proposing to create ADUs or Junior ADUs that are submitted concurrently with applications to create new single-family or multifamily dwellings on the lot.

3. 10-1-620.4B.1 – *ADU Permitted Locations* – The Ordinance states, "ADUs and Junior ADUs are permitted within the City's single family and multiple family residential zones on lots with an existing or proposed primary dwelling: R-1, R-2, R-3, R-4, MDR-3, MDR-4 and R-1-H zones." However, Government Code section 66314, when establishing what must be included in an ADU Ordinance, states that "A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas *zoned to allow single-family or multifamily dwelling residential use*" (emphasis added). As a result, State ADU law provides for the creation of ADUs in mixed use zones that allow for residential use. The Ordinance shall also provide for the ability to create ADUs in mixed use zones, except for any areas designated by the City that prohibit ADUs based on "adequacy of water and sewer services" or "the impact of accessory dwelling units on traffic flow and public safety" as authorized in Government Code section 66314, subdivision (a).

4. 10-1-620.4.E.5 – *Parking Exemption* – The Ordinance is missing one instance where a local agency shall not impose any parking standards upon an ADU. Government Code section 66322 subdivision (a)(6) establishes that, "When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in this subdivision", the ADU is exempt from all parking requirements.

5. 10-1-620.4.F.1 – *Measuring Living Area* – The Ordinance states, "ADU square footage shall be measured from interior wall to interior wall, unless the ADU shares a wall with the primary dwelling, in which case, it shall be measured from the midpoint within the shared wall to the interior wall." However, Government Code section 66313, subdivision (e) stipulates that the floor area of an ADU shall be calculated based on the ADU's "livable space". This is defined as the "space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation." Measuring from the "midpoint within the shared wall to the interior wall" would be measuring non-livable space. In addition, the Ordinance proposes to use

different measurements between detached and attached ADUs where State ADU law does not differentiate. Therefore, the Ordinance must establish a process to calculate square footage that is consistent with the definition of 'livable space'.

6. 10-1-620.4.F.2 – *Interior Height* – The Ordinance states, "Any portion of a structure, including the area above a staircase, over 12 feet in interior height, shall count towards the total allowable square footage as if a second story were within the space. This means that any space with an interior height exceeding 12 feet shall be considered as constituting two stories for the purpose of calculating square footage and thus the ground floor area is counted twice." However, as noted in Finding 5, when calculating the square footage of an ADU, the jurisdiction shall measure the 'livable space' of the structure. The area over 12 feet in interior height is not livable space as defined by Government Code section 66313, subdivision (e).

7. 10-1-620.F.3 – *Conversion ADU Size Limits* – The Ordinance states, "An existing primary single-family dwelling may be converted into an ADU, up to a maximum of 1,000 square feet of interior livable space, only in combination with a newly constructed single-family primary dwelling on the lot," as specified. However, Government Code section 66314, subdivision (d)(3) and Government Code section 66323, subdivision (a)(1) do not establish a size limit on conversion ADUs that are created within existing structures for ADUs created pursuant to Government Code section 66323 or a local ADU ordinance, except that ADU must always be '*accessory to*' a primary meaning the remainder of the primary dwelling must meet the definition for a primary dwelling.

8. 10-1-620.F.4 – *Conversion ADU Size Limits Based on the Number of Bedrooms* – The Ordinance states, "An existing accessory structure, including but not limited to guest dwelling units previously approved by the City and constructed with City building permits, may be converted to an ADU with a maximum overall square footage of the greater of: (1) up to 850 square feet of interior livable space for ADUs with one bedroom or less, or 1,000 square feet of interior livable space for an ADU with more than one bedroom; or (2) the square footage of the existing accessory structure." However, Nothing in State ADU allows the City to limit the size of a conversion ADU based on bedroom size. Government Code section 66321 subdivision (b)(2) allows a local agency to "establish by ordinance… A maximum square footage requirement for either an *attached or detached accessory dwelling* unit" that is *not* less than either "Eight hundred fifty square feet of interior livable space", or "One thousand square feet of interior livable space for an accessory dwelling unit that provides more than one bedroom" (emphasis added). The Ordinance cannot limit the size of a conversion ADU based on the number of bedrooms.

9. *10-1-620.F.3 and F.4 – Conversion of Proposed Space* – The Ordinance refers to ADU standards for the conversion of existing structures into ADUs. However, Government Code section 66314, subdivision (d)(3) requires ADU ordinances to

provide for the creation of ADUs that would be created within or converted from the *proposed* space of a primary dwelling.

10. 10-1-620.4.H.2.b – *Front Setbacks* – The Ordinance states, “An ADU that complies with all other applicable development standards may be built within the front yard setback of a lot if it is otherwise deemed physically infeasible to construct an 800-square-foot ADU on other areas of the lot with at least a 2-foot side and rear setback. For purposes of this subsection, "other areas of the lot” include, but are not limited to, construction of a two-story ADU with at least a 2-foot side and rear setback. The physically infeasible determination will be made by the City during plan review...”. I believe this is covered by the exemption stated at the beginning of Section 10-1-620.4, but I would like to clarify that the City cannot stipulate where ‘State Mandated ADUs’ may be sited on a lot. Government Code section 66323, subdivision (b) establishes that “a local agency shall not impose any objective development or design standard that is not authorized by this section upon any unit that meets the requirements of…[Government Code section 66323] subdivision (a)”, and location on the lot would be an additional standard.

11. 10-1-620.4.I – *Application of Design and Development Standards* – The Ordinance states, “Unless otherwise preempted by state law, including but not limited to California Government Code 66323(b) as may be amended, the following design and development standards shall apply to any new ADU. Unless amended by state law, these local design and development standards will not apply to ADUs that are permitted pursuant to Government Code 66323 unless they are authorized pursuant to Government Code 66323.” As noted in Finding 1, the City may consider amending the Ordinance to utilize this language to start section 10-1-620.4. Currently its placement to start Section 10-1-620.4.I may imply to readers of the Ordinance that State Mandated ADUs are only exempt from design and development standards included in 10-1-620.4.I, however State mandated ADUs are exempt from all 10-1-620.4 standards that are not included in Government Code section 66323.

12. 10-1-620.4.O – *ADUs on Lots with Multifamily Dwelling Structures* – The Ordinance states, “No more than two (2) [detached] ADUs can be constructed on a lot with an existing or proposed multifamily dwelling structure(s),” as specified. However, this no longer accurately describes the number and types of ADUs allowed on a lot with a multifamily dwelling structure. On a multifamily lot, Government Code section 66323, subdivision (a)(4) allows up to eight detached ADUs on a lot that has an existing multifamily dwelling, not to exceed the number of existing multifamily units, and up to two detached ADUs on a lot with a proposed multifamily dwelling. The Ordinance must not preclude or prohibit the number and type of ADUs provided for in State ADU Law.

13. 10-1-620.4.N.2 – *JADUs* – The Ordinance states, “One Junior ADU is allowed per each residentially zoned lot that includes an existing or proposed single-family dwelling unit structure. Lots with multiple detached single-family structures are not eligible to have Junior ADUs.” However, Government Code section 66333 states “a

local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following: (a) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot." When a lot has multiple, detached, proposed or existing single-family residences and is zoned single-family, State ADU would classify the lot as a single-family lot that is eligible for one JADU that may be constructed within the walls of one of the proposed or existing single-family residences.

14. 10-1-620.4.P – *ADU Sales and Conveyance* – The Ordinance states, "Unless preempted by state law, ADUs may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence." This provision is preempted by State ADU Law, specifically Government Code sections 66341 & 66342, which allows for the sales of ADU when specified conditions are met. If the City intends to address ADU sales in the Ordinance, the Ordinance needs to either describe when ADUs may be sold as allowed by State ADU Law, or refer to Government Code sections 66341 & 66342.

15. 10-1-620.8 – *Deed Restriction* – The Ordinance states, a person seeking to construct an ADU and/or Junior ADU must submit to the Community Development Department's Planning Division "A copy of the Property Deed establishing the identity of the owner of record of the property (when applicable)." However, while allowed for a JADU, a deed restriction cannot be imposed on an ADU. Government Code section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer." A deed restriction would be an "additional standard" and thus cannot be imposed. In addition, Government Code section 66333, subdivision (c) limits a JADU deed restriction to including the following: "(1) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers. (2) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this article."

Questions for HCD

1. Can applicants combine units allowed under Section 66323 with locally permitted ADUs, or should we clarify that only one option may be selected?

2. If a property has an existing single-family dwelling (SFD) and an SB 9 unit (a second primary unit), can the SB 9 unit later be converted into an ADU?

3. If a lot contains both a single-family dwelling (SFD) and a multifamily structure (MFS), can the applicant obtain the three ADUs allowed under Government Code Section 66323 for the SFD and add any ADUs permitted for the MFS?

4. If a lot zoned for single-family or multifamily use contains two detached single-family dwellings, can each dwelling receive the units permitted under Section 66323, or is the allowance limited to just one dwelling?

From: Dept. of Housing & Community Development
To: Benitez, Fatima
Subject: HCD has resolved ADU Technical Assistance Case ADU0007878
Date: Monday, April 6, 2026 12:19:46 PM
Attachments: image

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Fatima,

1. SB 543, effective January 1, 2026 , allows homeowners to combine ADUs permitted under Government Code 66323 with an additional ADU under Government Code section 66314. Section 66314 authorizes one ADU - detached, attached, or conversion - subject only to the objective standards in a local Ordinance.
2. Please reach out to the SB9 Team for clarification.
3. A lot that contains both single-family dwellings and multi-family dwelling will be eligible for the unit allowance for the multi-family dwelling only.
4. A lot with two detached single-family dwellings will be eligible for the unit allowance for one single-family dwelling only.

I am still working on the questions related to the City's planning policy document and will provide an update soon.

Sincerely,
Reshma Sen.

On Tuesday 24, March 06:46:38 PM PDT, 'Dept. of Housing & Community Development <calhcd@service-now.com>' wrote:

Benitez, Fatima

From: Sheard, Auzzie@HCD <Auzzie.Sheard@hcd.ca.gov>
Sent: Tuesday, May 5, 2026 2:51 PM
To: Benitez, Fatima
Cc: Landry, Amanda; Garza, David@HCD; Sen, Reshma@HCD
Subject: Re: Burbank Draft ADU Ordinance Preliminary Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Fatima,

The determination that a state mandated ADU may be allowed in conjunction with a locally permitted ADU is not based on changes made by SB 543. Rather, it is based on specific provisions of State ADU Law, as described below.

Government Code section 66314, subdivision (b)(1) states that a local ADU ordinance may "[i]mpose objective standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. These standards shall not include requirements on minimum lot size." The standards described in this section address the physical characteristics of ADUs subject to section 66314. There is nothing in this section that allows a local ADU ordinance to preclude these ADUs from being created in conjunction with the ADUs described in Government Code 66323.

Government Code Section 66317 states that a permitting agency "shall either approve or deny the application to create or serve" an ADU application subject to section 66314. Because section 66317 mandates that a local agency "shall approve or deny" an ADU application under section 66314, State ADU Law clearly contemplates at least one unit being created pursuant to section 66314.

Government Code section 66323 is the section of State ADU aw that governs 'state mandated' units—ADUs that must be ministerially approved without being subject to local objective development standards. That section is introduced with: "Notwithstanding Sections 66314 to 66322, inclusive, a local agency shall ministerially approve…" before listing the categories of state mandated ADUs. This language expressly establishes that approvals under section 66323 operate independently of, and are not limited by, provisions in an ADU ordinance that govern locally regulated ADUs under section 66314.

HCD has provided variations of this determination via official ADU ordinance findings letters to the following cities since January 1, 2026:

- Amador County
- Calabasas
- Chowchilla
- Martinez
- Roseville
- Sacramento

- San Bernardino
- San Marino
- South Gate
- Vacaville
- West Covina
- West Sacramento

Best regards,

Auzzie Sheard IV
Housing and Community Development, ADU Team

Auzzie Sheard IV
Housing Policy Analyst | ADU Team
Housing Policy Development Division
Housing and Community Development
651 Bannon Street, Suite 400 | Sacramento, CA 95811
Phone: 916.776.7433 | Email: Auzzie.Sheard@hcd.ca.gov

From: Benitez, Fatima <FBenitez@burbankca.gov>
Sent: Thursday, April 30, 2026 1:26 PM
To: Sheard, Auzzie@HCD <Auzzie.Sheard@hcd.ca.gov>
Cc: Landry, Amanda <ALandry@burbankca.gov>; Garza, David@HCD <David.Garza@hcd.ca.gov>; Sen, Reshma@HCD <Reshma.Sen@hcd.ca.gov>
Subject: RE: Burbank Draft ADU Ordinance Preliminary Review

Hi Auzzie,

Thank you for the responses. It appears the attached document does not the following,

Regarding the determination that a state-mandated ADU may be allowed in conjunction with a locally permitted ADU, we are hoping to clearly explain this change at our upcoming community meeting on the ordinance update, as well as during presentations to our Planning Commission and City Council. To ensure we fully understand HCD's position, could you please point us to the specific section in SB 543 where this change was made?

We would appreciate receiving a written response, as we will be presenting this information to the Planning Commission and City Council.

Thank you,

FATIMA BENITEZ
Associate Planner
(818)238-5250 Office | fbenitez@burbankca.gov
www.burbankca.gov [burbankca.gov]

LA COUNTY PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

2026 ADU ORDINANCE AMENDMENT: SINGLE-FAMILY HOME GUIDE

This guide is intended for those who are interested in building Accessory Dwelling Units (ADUs) or Junior Accessory Dwelling Units (JADUs) for single-family homes in unincorporated Los Angeles County.

Are You Subdividing Your Lot?

The maximum number of units allowed on a property depends on whether or not you are using a streamlined subdivision process provided by State law (SB 9 (2021) or SB 1123 (2024)). Please review the section below that applies to your project.

1. I am not subdividing my lot using State law.

   If you are not using SB 9 or SB 1123, the 2026 ADU Ordinance Amendment does not reduce the ADU or JADU opportunities available on a single-family lot. This Amendment reconciles overlapping State and County rules to make the permitting pathway more predictable.

   The update clarifies a single-family lot with one primary dwelling can potentially add up to four accessory units:

   - One State-Exempt Junior ADU (JADU): Must be created entirely within the walls of the proposed or existing primary home and is limited to a maximum of 500 square feet of interior livable space.
   - One State-Exempt Interior ADU: This unit can be located within the existing or proposed primary home, or converted from an attached accessory structure, such as an attached garage. Existing accessory structures being converted may expand up to 150 square feet solely to accommodate ingress and egress.
   - One State-Exempt Detached ADU: A standalone structure limited to a maximum of 800 square feet of interior livable space, a 16-to-20-foot height limit, and 4-foot side and rear setbacks.
   - One Local ADU: This unit can be attached to the primary home or accessory structure, or built as a standalone structure, with a maximum of 1,200 square feet of interior livable space. The height limit is determined by underlying regulations or capped at 25 feet, whichever is lower, provided at least 16 feet for detached ADUs (which may increase to 20 feet for properties near high-quality transit) is allowed.

2. I am subdividing my lot using State law.

   If you are using the SB 9 (2021) urban lot split process, development would be limited to a maximum of two dwelling units per newly created parcel. Those two units may be two primary dwelling units, or one primary dwelling unit plus one ADU, or one primary dwelling unit plus one JADU. The County's "Lot Splits and ADUs" guide explains how those rules apply in more detail.

   The development of ADUs and JADUs would be prohibited on parcels created through the SB 1123 (2024) up-to-10-unit subdivision pathway. For more details on these specific subdivision processes, please consult the "Lot Splits and ADUs" guide.

Frequently Asked Questions

Are there owner-occupancy or rental restrictions?

The 2026 ADU Ordinance Amendment does not change existing owner-occupancy or rental rules. Established State and County requirements continue to govern:

- ADUs: Owner occupancy is not required. State law prohibits local agencies from requiring owner-occupancy for ADUs.
- JADUs: If a JADU shares sanitation facilities (a bathroom) with the primary dwelling, owner-occupancy is required. If the JADU has its own separate sanitation facilities, owner-occupancy is not required.
- SB 9 Lot Splits: Applicants must sign an affidavit stating their intent to occupy one of the units as their principal residence for a minimum of three years.
- Short-Term Rentals: ADUs, JADUs, and units created via SB 9 cannot be used as short-term rentals and must be rented for terms longer than 30 days.

Will my new ADU require additional parking?

The 2026 ADU Ordinance Amendment does not change current parking regulations, and parking remains governed by existing State and County standards:

- Outside of Very High Fire Hazard Severity Zones (VHFHSZs): No parking is required.
- Within VHFHSZs: One off-street parking space per ADU. However, State law prohibits the County from imposing parking requirements on ADUs that meet specific criteria, such as those located within a half-mile walking distance of public transit, within a historic district, or within one block of a car-share vehicle.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURBANK AMENDING TITLE 10, CHAPTER 1 (ZONING) IN ORDER TO AMEND THE ZONING DEFINITIONS, PERMITTED SINGLE FAMILY AND MULTIPLE FAMILY RESIDENTIAL ZONES USE LISTS, AND ESTABLISH DEVELOPMENT CONTROLS TO ALLOW ACCESSORY DWELLING UNITS IN ALL RESIDENTIAL ZONES CONSISTENT WITH APPLICABLE STATE LAWS. (Project No. 18-000021)

City Attorney's Synopsis

This Ordinance establishes development controls regulating new Accessory Dwelling Units ("ADU") in the City's single family and multiple family residential zones in compliance with State law, and replaces the interim ordinance regulations as set forth in Ordinance No.17-3,893, adopted by City Council on April 25, 2017. The new development controls build upon the interim regulations by providing additional standards allowing new ADUs in the R-1-H zone; addressing covered balconies, porches and patios; revising structure height calculations; specifying the location of main entrances; and allowing the conversion of City-permitted guest dwelling units into ADUs. All new ADU applications submitted on or after effective date of this Ordinance 4/13/2018 must comply with the development standards noted herein including permitted zones, parking requirements, size and setbacks.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. On April 25, 2017, the Council adopted, as an urgency measure, Interim Ordinance No. 17-3,892 pursuant to Government Code Section 65858(a), which established interim development standards for new Accessory Dwelling Units ("ADUs") in all residential zones, except for the R-1-H Zone.

B. On June 7, 2017, the City Council adopted Interim Ordinance No. 17-3,893, which amended and restated the prior Interim Ordinance No. 17-3,892 by providing additional standards for mechanical vehicle parking lifts; calculation for covered balconies, porches and patios; structure height calculations; location of main entrances; and utility connections. This ordinance extended the interim development controls for an additional period of 10 months and 15 days, through April 22, 2018, as provided for under State law.

C. On February 12, 2018, the Planning Board held a duly noticed public hearing to consider establishing development standards for ADUs within all of the City's single family and multiple family residential zones (Project No. 18-000021), and thereby amend ADU development regulations set forth in Interim Ordinance 17-3,893.

D. After considering the evidence presented, the Planning Board made a recommendation to the Burbank City Council ("Council") to adopt the proposed Ordinance amending Title 10, Chapter 1 (Zoning) in order to amend the zoning definitions, permitted single family and multiple family residential zones use lists, and establish development controls to allow Accessory Dwelling Units in all residential zones, consistent with applicable state laws. (Project No. 18-000021)

E. On 3/6/2018, the Council at its regular meeting, held a public hearing on the proposed Zone Text Amendment, Project No. 18-000021.

F. Said hearing was properly noticed in accordance with the provisions of Section 10-1-1994 of the Burbank Municipal Code.

G. The Council considered the report and recommendations of the City Planner, the action and recommendations of the Planning Board as evidenced in its Resolution No. 3374, and the evidence presented at such hearing.

H. This Ordinance is exempt from the California Environmental Quality Act in accordance with State CEQA Guidelines, Article 18: Statutory Exemptions, Section 15282(h). This section of CEQA provides a statutory exemption for "the adoption of an ordinance regarding second units in single family and multiple family residential zones by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of Government Code as set forth in Section 21080.17 of the Public Resources Code." The City Planner shall file a Notice of Exemption from CEQA review in accordance with CEQA Guidelines Sections 15061 and 15062.

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

1. All of the findings set forth above are true and correct and are incorporated herein as if restated in their entirety.

2. Section 10-1-203 of Title 10, Chapter 1 of the Burbank Municipal Code is amended the add the following definition:

ACCESSORY DWELLING UNIT or ADU; Means an attached or a detached accessory dwelling unit for which a complete application was submitted to the City on or after January 1, 2017, which provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. The term accessory dwelling unit also includes an "Efficiency Unit" as defined in Health and Safety Code Section 17958.1 and a "Manufactured Home" as defined in Health and Safety Code Section 18007. The term "accessory dwelling unit" and "ADU" captures the terms, and supersedes regulations over, "second dwelling unit" as noted in Title 10, Chapter 1~~, Article 6, Divisions 1, 3.5, and 4~~ of the Code.

3. The definition of "FLOOR AREA" set forth in Section 10-1-203 is amended to read

as follows:

FLOOR AREA: Means floor area is that area between the floor and roof above it, as measured from the exterior walls to the exterior walls. The total gross floor area of all enclosed structures on the property, including but not limited to the main dwelling structure, accessory structures, accessory dwelling units, guest dwelling unit, enclosed patios, and sheds is included in the Floor Area.

4. Section 10-1-203 is amended to delete the definition entitled "EFFICIENCY DWELLING UNIT" in its entirety.

5. Section 10-1-602, subsection C, Applicable Sections, Table 10-1-602 of Title 10, Chapter 1 of the Burbank Municipal Code is amended as follows:

Table 10-1-602

Permitted Uses in the R-1 and R-1-H Zones

Symbol	*Meaning*
P	Use is permitted
AUP	Administrative use permit required (see Article 19, Division 4.1)
CUP	Conditional use permit required (see Article 19, Division 4)
---	Use is prohibited

Land Use	*R-1*	*R-1-H*	*Specific Use Standards*
Residential and Accessory Uses			
Single family dwelling, not to exceed one per lot, including mobilehomes and manufactured homes	P	P	
Single family dwellings, additional, on one lot	CUP (1)	CUP (1)	
Garages, private	P (2)	P (2)	
Accessory structures, including minor structures for which no building permit is required (3)	P (4)	P (4)	10-1-604
Accessory uses typical for a single family home including tennis courts and swimming pools	P	P	

Land Use	*R-1*	*R-1-H*	*Specific Use Standards*
Accessory dwelling unit	P	P	Article 6, Division 3
Home occupation	P	P	Article 6, Division 11
Home occupation, music lessons	AUP	AUP	10-1-672
Planned residential development	CUP	CUP	Article 6, Division 8
Stable or corral, non-commercial, for keeping horses owned by the owner or occupant of the property only	---	P	10-1-605
Small family day care home	P	P	
Large family day care home	AUP	AUP	Article 6, Division 13
Community care facility (licensed, six or fewer occupants)	P	P	
Community care facility (unlicensed, six or fewer occupants)	P	P	
Non-Residential Uses			
Carnival conducted by a church, public or private school, service club, or nonprofit association or corporation	CUP	CUP	
Church or church school	CUP	CUP	
Educational institution, public or private	CUP (5)	CUP (5)	
Municipal fire station	CUP	CUP	
Municipal library	CUP	CUP	
Park or recreational facility, golf course, cultural facility; including incidental commercial uses commonly associated with a park or recreation use	CUP	CUP	
Parking lot, off-street	CUP	CUP	Article 14, Division 4
Public utility facility	CUP	CUP	

Land Use	*R-1*	*R-1-H*	*Specific Use Standards*
Wireless Telecommunications Facility	(6)	(6)	10-1-1118
Equestrian and Special Uses			
Animal hospital; no boarding	---	CUP (7)	
Blacksmith; horse shoeing only	---	CUP (7)	
Petting zoo	---	CUP (7)	
Plant nursery	---	CUP (7)	
Stable, commercial; including housing facilities for caretaker on premises	---	CUP (7)	Article 24, Division 9
Cannabis Uses			
Cannabis delivery	---	---	10-1-512
Commercial cannabis activities	---	---	10-1-512
Cultivation	---	---	10-1-512
Retailer	---	---	10-1-512

Notes/Additional Requirements:

(1) Additional single family dwellings legally constructed prior to June 4, 1963 are permitted uses that do not require a CUP.
(2) Intentionally deleted.
(3) Accessory structures include enclosed and non-enclosed structures that are detached from the main dwelling unit, including but not limited to detached garages, gazebos, workshops, storage sheds and buildings, pool houses, stables, corrals, and tack rooms. Accessory dwelling units, whether attached to the main dwelling unit or detached, and additional dwelling units authorized by conditional use permit, are not considered accessory structures.
(4) Intentionally deleted.
(5) Public educational institutions existing prior to June 1, 1978 are permitted uses that do not require a CUP.
(6) Permitted in accordance with Section 10-1-1118.
(7) Permitted only on properties with a land area of 12,000 square feet or greater that abut commercially zoned land.

6. Section 10-1-603 of Title 10, Chapter 1 of the Burbank Municipal Code, Table 10-1-5

603(A) Development Standards in the R-1 and R-1-H Zones, Notes/Additional Requirements Subsection (H)4 is amended as follows:

Accessory structures include enclosed and non-enclosed structures that are detached from the main dwelling unit, including but not limited to detached garages, gazebos, workshops, storage sheds and buildings, pool houses, stables, corrals, and tack rooms. Accessory dwelling units, whether attached to the main dwelling unit or detached, and additional dwelling units authorized by conditional use permit, are not considered accessory structures.

7. Division 3.5 in Chapter 1 of Title 10 of the Burbank Municipal Code is hereby deleted in its entirety.

8. Division 3 is added to Chapter 1 of Title 10 of the Burbank Municipal Code and reads as follows:

10-1-620.1: CITATION AND AUTHORITY: This division is enacted under the authority granted by Chapter 4 (commencing with Section 65800) of Division 1 of Title 7 of the Government Code of the State of California.

10-1-620.2: PURPOSE AND INTENT:
A. PURPOSE.

The City Council declares and finds all of the following:

1. California housing production has not kept pace with demand with only half of the needed housing units built in the last decade.
2. Locally, there is a large unmet need for housing to shelter Burbank's residents who have a fixed or limited income.
3. Accessory dwelling units can result in new housing units for seniors to age in place, provide new housing opportunities for couples, extended families, young people, disabled persons and employees working in the City seeking to find cost-effective dwelling units close to jobs, amenities, and schools.
4. Accessory dwelling units can help increase housing supply and provide relatively affordable housing options within the City's single family and multiple family residential zones.
5. Accessory dwelling units can provide a cost-effective means of providing additional housing options through the use of existing infrastructure.
6. Accessory dwelling units, as regulated in this Chapter will not adversely impact the character and quality of the City's single family neighborhoods.
7. Providing additional housing for employees that work in the City's employment centers could reduce the commute times and vehicle miles traveled by employees coming in to the City, and therefore, potentially reduce traffic congestion.

B. INTENT.

By adoption of this division, it is acknowledged and determined this division will maintain and protect the essential characteristics of the single family and multiple family residential zones so that residential neighborhoods will not, through the development of accessory dwelling units, unalterably become de facto multiple family residential zones while still establishing criteria set forth in Government Code Section 65852.2 et seq.

10-1-620.3: DESIGN AND DEVELOPMENT STANDARDS FOR NEW CONSTRUCTION: The design and construction of all newly constructed accessory dwelling units shall conform to the following standards:

A. GENERAL PROVISIONS

Unless otherwise preempted by state law, an accessory dwelling unit, whether attached or detached, shall comply with all applicable building, housing, zoning and site development standards otherwise applicable under the Code, including but not limited to standards regarding setbacks, floor area ratio standards, height, lot coverage, architectural design review, including compatibility with existing structures located on the same property and in the surrounding neighborhood that are listed in the California Register of Historic Places. Applicants shall also comply with all fee and charge requirements, and other applicable zoning requirements generally applicable to residential construction in the zone in which the property is located.

B. PERMITTED ZONES

An accessory dwelling unit shall be a permitted use within the City's single family and multiple family residential zones: R-1, R2, R3, R4, MDR-3, MDR-4 and R-1-H zones. Subject to the general zoning restriction set forth in the preceding sentence, an ADU may only be permitted on a lot with one lawful and pre-existing single-family residence.

C. ON-SITE PARKING

1) Required parking for an accessory dwelling unit shall not exceed one parking space per unit.

2) When an existing garage is converted into an ADU, replacement parking for the main dwelling unit must be provided on-site.

3) On-site parking, whether replacement parking or parking for the ADU, can be covered, uncovered, tandem or provided through the use of a mechanical automobile parking lift. Mechanical automobile parking lifts shall be enclosed in a structure that meets the minimum setback requirements for accessory structures, whether that structure is new or existing. Tandem parking as defined in this division means that two or more automobiles are parked in a driveway or in any other location on a lot, lined up behind one another.

D. ON-SITE PARKING EXCEPTIONS

Notwithstanding the parking development standards for accessory dwelling units noted in subsection C, accessory dwelling units that meet the following State provisions (consistent with AB 2299, AB 494, SB 1069 and SB 229) shall not be required to provide on-site parking if:

1) The accessory dwelling unit is located within one-half mile of "public transit" within the meaning of Government Code Section 65852.2;

2) The accessory dwelling unit is located within an architecturally and historic significant historic district;

3) The accessory dwelling unit is part of the existing primary dwelling unit or an existing accessory structure;

4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or

5) When there is a car share vehicle located within one block of the accessory dwelling unit.

E. PARKING LOCATION

The parking provided on-site can be tandem and in an existing driveway or anywhere on the lot so long as it is not closer to the front property line than the building elevation of the primary dwelling unit that is furthest from the front property line. When a designated parking area is provided and is not located in the driveway as tandem, the parking space must meet the minimum required turning radius and backup distance as noted in the Code.

F. SQUARE FOOTAGE

1) All accessory dwelling units must comply with the Floor Area Ratio (FAR) requirements noted in Code Section 10-1-603(D).

2) All accessory dwelling units must comply with the lot coverage requirements noted in Code Section 10-1-603(F).

3) All new detached accessory dwelling units shall not exceed 500 square feet.

4) When an accessory dwelling unit is attached to the main unit, the maximum allowed size of that accessory dwelling unit is 50% of the main dwelling size, or 500 square feet, whichever is less.

5) When an existing detached or attached structure is converted into an accessory dwelling unit, the new converted structure must comply with the FAR and lot coverage standards as well as the maximum allowed 500 square feet for the ADU. Exception: Guest dwelling units previously approved by the City and constructed

with City building permits may be converted up to a size of 500 square feet or the previously City-approved square footage, whichever is greater.

6) When a balcony, porch or patio is provided in conjunction with an ADU, if said structure is covered, it shall count towards the total ADU square footage allowance.

7) The building division will determine what is considered a landing or a balcony, porch or patio for the purposes of setback requirements.

8) When an ADU is constructed on top of a garage or accessory structure, any area over 220 square feet under any proposed cantilevered portion of the ADU will be counted towards ADU's maximum allowable square feet.

9) If a cover such as a porch or similar type structure is provided over the main entrance of the ADU, and is supported by posts, 25 square feet of the said cover will not count towards the maximum allowable square footage of the ADU.

G. HEIGHT

1) All new ADUs, attached to the main dwelling unit must comply with the height requirements defined in Code Section 10-1-603(A).

2) When an ADU is constructed on top of a detached garage or accessory structure, the maximum top of plate height cannot exceed 20 feet as measured from grade level and the maximum height to any architectural features must not exceed 23 feet as measured from grade level.

3) All new detached ADUs, not constructed on top of a detached garage or accessory structure shall be no more than one (1) story with a maximum top of plate height of 12 feet as measured from grade level and a maximum height of 17 feet to any architectural features.

4) When an ADU is constructed on top of a garage or accessory structure, the ADU cannot touch grade level, except through support posts. The bottom of the finished floor of the ADU must be above the top of plate of the garage.

H. SETBACK

1) Unless otherwise provided in this Division, any new detached ADUs must have a minimum setback of 5 feet to the rear property line and 5 feet to the side-yard property line.

2) Single-story ADUs attached to the primary dwelling unit at the rear may follow the same side setback as the primary dwelling unit, unless the existing side setback is less than the Code required. All other ADUs attached to the primary dwelling unit must comply with the setbacks defined in Code Section 10-1-603(A).

3) Any new detached ADUs located on properties that have a street facing side-yard shall be setback a minimum of 20% of the width of the lot, but no less than 10 feet on the street facing side.

4) Accessory dwelling units cannot be located closer to the front property line than the setback of the main dwelling that is furthest from the property line.

5) When a garage or other accessory structure exists and is legally permitted with City building permits, the existing legal non-conforming setback of the garage or other accessory structure can be maintained, subject to the regulations governing non-conforming structures in Code Section 10-1-1810 and it is not required to provide the minimum required setback through this ordinance. The required minimum 5 foot rear and side yard setbacks shall still apply to all added space that goes beyond the existing building footprint and/or building envelope of the garage or other accessory structure.

6) New ADUs must maintain a 6-foot separation from building face to building face, and a 4 foot separation from eave to eave of any adjacent structure.

7) No accessory dwelling unit may be located in a way that would prohibit access to a designated parking area.

8) When an existing non-conforming structure is demolished more than 50% of replacement cost, the repair, restoration, alteration and/or addition to the existing structure shall be subject to the applicable provisions of Section 10-1-1810.

9) When a balcony, porch or patio is provided in conjunction with the ADU and is 7 inches above grade level, the balcony, porch or patio must be setback from the rear and side property lines a minimum of 10 feet.

10) When a staircase or landing is provided for a new or existing second story ADU, whether attached or detached to the primary dwelling unit, that staircase or landing must provide a minimum 5 foot setback to the rear and side property line.

I. OWNER OCCUPIED AND RESTRICTIVE COVENANT

1) Either the primary dwelling unit or the accessory dwelling unit on a lot shall be occupied by the owner of the lot. The property owner shall enter into a restrictive covenant with the City that applies to the owner and all successors in interest, in a form acceptable to the City Attorney that will be recorded on the subject property.

   One year from the date of approval of a final building permit for an accessory dwelling unit, and every year thereafter, the applicant or subsequent property owner of the lot shall submit and certify, on forms provided by the City, that the property owner of record of the property continues to live on and occupy the property as his/her principal place of residence. It shall be a violation of this Code if the property owner or subsequent property owner fails to comply with this section.

The restrictive covenant shall: (i) specify that the property owner must reside in either the primary dwelling unit or the accessory dwelling unit; (ii) expressly prohibit the rental of both units at the same time; (iii) whichever unit being rented may be rented only for terms longer than thirty (30) consecutive calendar days; (iv) the accessory dwelling unit may not be sold or conveyed separately from the primary dwelling unit; (v) the property owner and all successors in interest shall maintain the accessory dwelling unit and the property in accordance with all applicable Code requirements and standards; and (vi) the property owner of a unit in the R-1-H (Single-Family Horsekeeping) zone shall provide written notification to a tenant(s) of the allowance of equestrian activities in the zone, which may include the keeping of horses, and may result in unpleasant or objectionable odors, dust, noise, etc.

2) When an ADU is constructed in a multiple family residential zone, the property must still be owner occupied and that ADU must comply with the development standards identified through this ordinance.

3) A waiver from the owner occupancy requirement may be granted by the Community Development Director for a period up to two years if the property owner is able to establish a bona fide hardship to the restriction as follows: the property owner is hospitalized, or requires daily living assistance that prevents the owner from physically living on the property; the property owner is on active military duty and is deployed to a location that prevents the owner from occupying the property; the property owner is deceased and the property is being held pending dispensation of the estate. The waiver shall be submitted on a form approved by the Director. The property owner shall provide evidence of the hardship to the satisfaction of the Director. The Director's decision on a waiver is final.

J. DESIGN AND DEVELOPMENT STANDARDS

1) The exterior design of the ADU shall match that of the main dwelling in terms of building forms, materials, colors, exterior finishes, roof forms and style of doors and windows. The structure(s) shall retain the appearance of a single-family dwelling, and the accessory dwelling unit shall be integrated into the design of the existing primary dwelling unit on the property or as determined by the Community Development Director or his/her designee.

2) The design of an attached ADU shall be compatible with the architectural design of the primary dwelling unit in order to ensure long term compatibility regardless of whether the use of the ADU is continued or terminated. If a separate entrance is provided, it shall be located on the side or rear of the structure and whenever possible located toward interior yard areas. The additional entrance is prohibited from being located on the front of the primary dwelling unit. The second entrance shall be well lit and free of concealment from landscaping to assure safe entrance and exit by the occupants.

3) All ADU façade elevations visible from any public right of way must provide entries,

windows, or other architectural features compatible with the existing primary dwelling unit.

4) When a garage is converted into an ADU, the garage door must be removed and replaced with windows, door, or other design treatments that are consistent with the overall architectural design of the structure and the primary dwelling unit.

5) The design and construction of each ADU shall conform to all applicable provisions of Title 9 Chapter 1 (Building) of this Code. The accessory dwelling unit shall comply with all provisions of the Code pertaining to the adequacy of water, sewer, electrical, drainage, and fire and emergency services to the property on which the accessory dwelling unit will be located as well as all applicable codes pertaining to building, fire, health, and/or safety.

6) The main entrance of a detached ADU must face the same direction as the main entrance for the primary dwelling unit or face the side property lines, whichever is more compatible to the neighborhood character as determined by the City Planner. An ADU entrance proposed to face an alley or rear property line is subject to review and approval by the City Planner.

K. UTILITY CONNECTION

The primary and accessory dwelling units may be connected to a common gravity-fed sewage disposal approved by the City. All utility connections and water hook-ups may be metered through the primary dwelling unit. Burbank Water and Power will determine the utility connection process and fees.

L. ADDRESS ASSIGNMENT AND VERIFICATION OF EASEMENTS AND DEDICATIONS

The Public Works department will determine address assignments to new ADUs and verify any public easements and land dedications required by the Burbank Municipal Code.

M. FIRE MOUNTAIN ZONE AND FIRE SPRINKLERS

All new ADUs proposed within the City's Mountain Fire Zones shall comply with any applicable brush clearance requirements. Unless otherwise required by applicable City building and fire codes, in any residential zone where new ADUs are allowed, if fire sprinklers are required for the primary dwelling unit then they are also required for new ADUs.

N. STANDARDS IN THE R-1-H SINGLE FAMILY RESIDENTIAL HORSE KEEPING (R-1-H) ZONE

All of the provisions of this section shall apply to ADUs in the R-1-H Zone unless otherwise stated in the following:

1) No new construction of ADUs shall be permitted in the R-1-H zone except for the following:

   a) The conversion of an existing permitted garage shall be permitted.

   b) The conversion of an existing permitted guest dwelling unit shall be permitted.

   c) The conversion of existing square footage within the main dwelling unit is permitted.

   d) Additions to or conversions of existing square footage within the main dwelling unit is permitted in the area outside of the rear 35 feet of the lot, which is the area reserved for horse keeping uses (e.g. barns, corrals, stables, and tack rooms).

2) The conversion of any existing accessory structure (storage, shed, pool house, recreation room, stable, corral, tack room, etc.) into an ADU shall not be permitted.

3) Unless otherwise required to comply with the City's building and fire codes, any doors, windows, and other openings in any accessory dwelling unit shall comply with the requirements of Section 10-1-605(B).

4) When an ADU is proposed on a lot that is adjacent to a similarly zoned 12,000 square foot lot, any doors, windows, and other openings shall be no closer than 15 feet from side and rear property lines.

10-1-620.4: EXISTING SECOND DWELLING UNITS:

All accessory dwelling units (formerly "second dwelling units") constructed prior to January 1, 2017, shall comply with all applicable requirements of Article 18 of this chapter, commencing with Section 10-1-1801.

10-1-620.5: EXISTING CONDITIONAL USE PERMITS:

A. The provisions of Article 18 of this chapter (Nonconforming Land Uses and Structures) notwithstanding, this division shall not render invalid or nonconforming any second dwelling unit for which a Conditional Use Permit was granted prior to the effective date of Ordinance No. 3622.

B. All existing Conditional Use Permits and existing permits for accessory dwelling units (formerly "second dwelling units") shall remain subject to conditions imposed thereon

at the time such permits were granted, except that any condition that limits the occupants of a permitted accessory dwelling unit to certain named persons, or certain classes of persons, or which requires the permittees to identify the residents of the accessory dwelling unit to the City by name, or to obtain a new permit for the purpose of authorizing a new resident, shall no longer be applicable.

10-1-620.6: PENALTIES AND ENFORCEMENT PRACTICES:

A. A violation of willfully providing a false statement or failing to provide a statement pursuant to Section 10-1-620.3 of this division shall be a misdemeanor.

B. A violation of any provision of this section shall be a misdemeanor resulting in a penalty of at least One Hundred Dollars ($100) per day for a first violation; and a minimum penalty of Five Hundred Dollars ($500) per day for a second violation; a minimum fine of One Thousand Dollars ($1,000) per day for any further violation. This section does not preclude probation or any other terms or conditions of such.

10-1-620.7: DETERMINATION ON ACCESSORY DWELLING UNIT APPLICATION

A. SUBMISSION OF APPLICATION.

Any person desiring to construct or establish an Accessory Dwelling Unit must submit the following materials to the Community Development Department's Planning Division:
1) A completed Accessory Dwelling Unit Permit application on forms as established and provided by the City Planner.
2) Site plans, floor plans, elevations, pictures and such other materials as may be deemed necessary by the City Planner to make a determination on the application.
3) A copy of the Property Deed establishing the identity of the owner of record of the property.
4) The Accessory Dwelling Unit Permit application fee in accordance with the City of Burbank Adopted Citywide Fee Schedule in effect at the time of application submittal. An application shall not be deemed to be filed until such time as all necessary information has been provided to the Director.

9. Section 10-1-627, subsection C, Applicable Sections, Table 10-1-627 of Title 10, Chapter 1 of the Burbank Municipal Code is amended as follows:

Table 10-1-627

Permitted Uses in the Multiple Family Residential Zones

Symbol	Meaning
P	Use is permitted
AUP	Administrative use permit required (see Article 19, Division 4.1)

Symbol	Meaning
CUP	Conditional use permit required (see Article 19, Division 4)
--	Use is prohibited

Land Use	R-2	R-3	R-4	Specific Use Standards
Residential and Accessory Uses				
Single family dwelling	P	P	P	
Multiple family dwelling	P	P	P	
Accessory dwelling unit	P	P	P	Article 6, Division 3
Garages and carports, private	P	P	P	
Accessory structures, including minor structures for which no building permit is required	P	P	P	
Accessory uses typical for a residential project including tennis courts and swimming pools	P	P	P	
Driveway in buffer area	CUP	CUP	CUP	10-1-628(F)
Home occupation	P	P	P	Article 6, Division 11
Home occupation, music lessons	AUP	AUP	AUP	10-1-672
Planned residential development	CUP	CUP	CUP	Article 6, Division 8
Small family day care home	P	P	P	
Large family day care home	AUP	AUP	AUP	Article 6, Division 13
Community care facility (licensed, six or fewer occupants)	P	P	P	
Community care facility (unlicensed, six or fewer occupants)	P	P	P	
Community care facility (licensed, seven or more occupants)			CUP	
Community care facility (unlicensed, seven or more occupants)			CUP	
Supportive Housing		P	P	
Transitional Housing		P	P	

Land Use	R-2	R-3	R-4	Specific Use Standards
Single Room Occupancy Hotel (SRO)		CUP	CUP	
Residential care home-retirement home	---	---	CUP	
Non-Residential Uses				
Carnival conducted by a church, public or private school, service club, or nonprofit association or corporation	CUP	CUP	CUP	
Church or church school	CUP	CUP	CUP	
Convenience grocery store	CUP(1)	CUP(1)	CUP(1)	
Educational institution, public or private	CUP(2)	CUP(2)	CUP(2)	
Municipal fire station	CUP	CUP	CUP	
Municipal library	CUP	CUP	CUP	
Office, business or professional	---	CUP(3)	---	
Office, medical	---	CUP(4)	CUP(4)	
Park or recreational facility, golf course, cultural facility; including incidental commercial uses commonly associated with a park or recreation use	CUP	CUP	CUP	
Parking lot, off-street	CUP	CUP	CUP	Article 14, Division 4
Wireless Telecommunications Facility	(5)	(5)	(5)	10-1-1118
Public utility facility	CUP	CUP	CUP	
Stable or corral, non-commercial, for keeping horses owned by the owner or occupant of the property only	---	CUP(5)	CUP(5)	
Cannabis Uses				
Cannabis delivery	---	---	---	10-1-512
Commercial cannabis activities	---	---	---	10-1-512
Cultivation	---	---	---	10-1-512
Retailer	---	---	---	10-1-512

Notes/Additional Requirements:
(1) Permitted only on properties with a land area of 8,000 square feet or less.
(2) Public educational institutions existing prior to June 1, 1978 are permitted uses that do not require a CUP.
(3) Prohibited in R-2, R-3, R-4, and MDR-4 zones; CUP in MDR-3 zone when the parcel is adjacent to a Major or Secondary Arterial street, and the office use is conducted in an existing residential structure.
(4) Permitted only in conjunction with one or more residential units on the same lot where the medical practitioner resides on the premises.
(5) Permitted in accordance with Section 10-1-1118.
(6) Stables and corrals are permitted only in the Rancho Area as defined in Section 10-1-630(A).

10. All new Accessory Dwelling Unit (former Second Dwelling Unit) applications submitted on or after January 1st, 2017 shall comply with and be issued under the provisions of this Ordinance. In the event there is a conflict between Title 10 of the Burbank Municipal Code and these Development Standards noted in this Ordinance, the provisions of the Development Standards in this Ordinance shall control.

11. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

12. Ordinance No. 17-3,893 (IDCO ordinance regarding ADUs) is hereby terminated.

13. This Ordinance is exempt from the California Environmental Quality Act in accordance with Section 15061(b) (3) where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The City Planner shall file a Notice of Exemption from CEQA review in accordance with CEQA Guidelines Section 15061.

14. 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.

15. 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.

16. The City Clerk shall insert the effective date of this Ordinance in the body of this

Ordinance wherever noted.

17. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption. Any project that has received a building permit is exempt from this Ordinance. Any project applicant that has submitted an application which has been accepted by the City by April 12, 2018 for an Accessory Dwelling Unit under Ordinance No. 17-3,893 and thereafter applies for a building permit within one year after the effective date of this Ordinance is also exempt from this Ordinance.

PASSED AND ADOPTED this 13th day of March, 2018.

Will Rogers
Mayor

Attest:

Zizette Mullins, MMC, City Clerk

Approved as to Form
Office of the City Attorney

By: _____
Joseph McDougall
Senior Assistant City Attorney

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.

CITY OF BURBANK)

I, Zizette Mullins, MMC, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 18-3,901 duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 13th day of March, 2018, by the following vote:

AYES: Frutos, Gabel-Luddy, Springer and Rogers.

NOES: None.

ABSENT: Talamantes.

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 21st day of March, 2018.

Zizette Mullins, MMC, City Clerk

AN INTERIM DEVELOPMENT CONTROL ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK LIMITING THE ISSUANCE OF BUILDING PERMITS AND AMENDING DEVELOPMENT CONTROLS FOR NEW ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN ALL RESIDENTIAL ZONES, TO ALLOW THE COUNCIL TIME TO STUDY AND CONSIDER ENACTMENT OF ZONING MEASURES IN RESPONSE TO NEW STATE LAW

(PROJECT NO. 19-000767)

THE CITY COUNCIL OF THE CITY OF BURBANK FINDS, DETERMINES AND DECLARES THAT:

A. On December 17, 2019, the Council considered adoption of an interim ordinance pursuant to Government Code Section 65858 (a), which establishes interim development standards for new Accessory Dwelling Units in all residential zones.

B. The City Council has determined that California law provides local jurisdictions with the authority to designate specific areas where ADUs and Junior ADUs may be permitted. This designation may be based on the adequacy of water and sewer services and the impact of ADUs and Junior ADUs on traffic flow and public safety (Government Code Section 65852.2(a)(1)(A)). The intent of state law is to avoid unreasonable restrictions on the ability of homeowners to create ADUs and/or Junior ADUs.

C. The City Council has determined that unless the City adopts this interim ordinance, the City would be required to either approve new ADUs and/or Junior ADUs in locations and under standards that may have severe negative impacts on the surrounding community or adopt permanent standards for the entire City without the benefit of an inquiry and study on the appropriate locations and standards for ADUs and Junior ADUs in the City and in particular areas.

D. The City Council finds that after having received over 350 separate applications for ADUs since January 1, 2017 that the City is likely to continue to receive applications for new ADUs and Junior ADUs regardless of whether the City has new ADU regulations. Without an updated local ordinance, these ADU and Junior ADU applications would cause confusion and ambiguity regarding the applicability of provisions in the City's current accessory dwelling unit regulations with potentially inconsistent and unfair results for City residents and with limited ability for the City to address impacts in a reasonable and even-handed manner through its code. The implementation of the State's recently adopted ADU and Junior ADU regulations without local refinements to applicable development standards may create potential impacts to public safety and conflict with the character of the surrounding neighborhoods in which they could be built.

E. The City Council has determined that wildland fires pose a serious threat in areas located within and adjacent to the Verdugo Mountains in northeast Burbank and within the southwestern portion of the City adjacent to the Warner Bros. Studios and the 134 Freeway (inclusive of the "Rancho area"). These two areas have been identified in the Burbank2035 General Plan Safety Element (Exhibit A) as Mountain Fire Zones by the City. Structure fires and grass fires are a safety hazard throughout the City, but they pose a unique risk in these two Mountain Fire Zone areas for Burbank residents, visitors and properties. Over the past two years, California has experienced an increase frequency and size of wildfires throughout the State. It is anticipated that climate change will increase the frequency and size of wildfires. Hotter, drier climates, aided by prolonged drought, will promote increased accumulation of fire-prone vegetation. When fires occur, stronger winds will continue to fan the flames, spreading fires faster and farther than previously experienced. This will expand the size of the urban-wildland interface, because more residential communities will be within reach of wildfire activity. The City's two designated fire zones are especially susceptible. The hillside area within the fire zone, which includes the R-1 zone (inclusive of the designated hillside area) is an area with unique circumstances and challenges not faced by other residential neighborhoods because of the location and topography of the area. The other fire zone that encompasses the Rancho area is also a unique area that is susceptible to higher risk and also requires special care as one of the few remaining neighborhoods in the urbanized areas of Los Angeles County where homeowners may keep horses on their residential properties.

F. The City Council has determined that in addition to the fire zone issues in the R-1-H zone, special care must be taken in this zone to ensure implementation of new State laws regulating ADUs and Junior ADUs do not adversely impact equine/horse keeping uses located in the R-1-H zone. To this end, special siting requirements must be considered to ensure that ADUs and/or Junior ADUs are allowed in the R-1-H zone in a manner that address safety concerns with possible unintended interface of residents and horses and does not preclude the existing and future horse keeping uses that are part of the community character for this zone.

G. The City Council has determined that adoption of the interim development control ordinance would facilitate the City's further study of the appropriate standards for ADUs and Junior ADUs in Burbank in order to address fire and public safety concerns associated with the intensification of development in the City's aforementioned R-1 (inclusive of the designated hillside area) and R-1-H zones located in the City's Fire Mountain Zone and/or specifically designed for horse keeping uses. Accordingly, this interim ordinance is necessary to protect the public safety, health, and welfare and its urgency is hereby declared.

H. The Council has determined that it is in the best interests of the City, in the protection of the public health, safety and welfare, that the new State law's impact on the City's development standards for new Accessory Dwelling Units and Junior Accessory Dwelling Units should be analyzed by the staff, property owners and the citizens of the City to determine whether modifications to the City's zoning code are necessary to mitigate such impacts and, if so, what modifications should be made.

I. To effectively accomplish any necessary revisions to the zoning code, limited duration interim development controls should be adopted with respect to the consideration

of development and building permits for new ADU and Junior ADUs in the City's single-family residential and multifamily residential zones.

J. The Council finds that the absence of such interim development controls would create a serious threat to the orderly and effective implementation of any zone text amendments which may be adopted by the City as a result of the ordered studies, in that any building permits approved at this time contrary to the recommended interim development standards would permit development that may be in conflict with or frustrate the contemplated updates and revisions to the zoning code to allow for the orderly development of new ADUs and Junior ADUs in a manner that projects the residential character of existing neighborhoods.

K. The City Council finds that the public interest, convenience, health, safety, welfare and necessity as described herein, require the immediate enactment of this Ordinance as an urgency measure so as to put into effect these interim development controls pending the completion of the studies and implementation of any recommended, appropriate revisions to the zoning code, in order to prevent the frustration of such studies and the implementation thereof.

L. The City Council further finds, determines, and declares that a current and immediate threat to the public health, safety and welfare of the City and its citizens necessitates the immediate enactment of this Ordinance. The facts constituting said urgency are set forth in Recitals A through H of this Ordinance.

M. While this ordinance is in effect, the following interim development standards shall apply in all residentially zoned properties in which ADUs and Junior ADUs would be permitted. Any and all development standards applicable to these zones as set forth in the Burbank Municipal Code (the "Code") that are not in conflict with these provisional standards shall remain in full force and effect.

N. This Ordinance is exempt from the California Environmental Quality Act in accordance State CEQA Guidelines, Article 18: Statutory Exemptions, Section 15282(h). This section of CEQA provides a statutory exemption for "the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of Government Code as set forth in Section 21080.17 of the Public Resources Code." The City Planner shall file a Notice of Exemption from CEQA review in accordance with CEQA Guidelines Sections 15061 and 15062.

O. It is the position of the Burbank City Council that having complied with the 2018 State-mandated ADU law, the City of Burbank successfully approved and permitted up to 350 Dwelling Units. Approved, permitted and with building permits issued. We protest that our success has neither been recognized nor considered by the State. We are on record having opposed subsequent state-mandated ADU Laws. We adopt any conforming local legislation under protest. We believe the legislation coming out of our State Capitol tears down the system of local control and irresponsibly attempts to plan and zone from Sacramento. It embodies complete and total disregard for professional planning and ignores the nuances of our neighborhoods—Magnolia Park, the Media District, the Hillside, the Airport area, the Rancho and our unique hazard zones. This State legislative effort

amounts to marginalizing the safety, health and public welfare of our community. This is not ok and the Burbank City Council will push back in the strongest possible way.

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

1. All of the findings set forth above are true and correct and are incorporated herein as if restated in their entirety.

2. While this Ordinance is in effect, there shall be no issuance of any building permit for a new Accessory Dwelling Unit or Junior Accessory Dwelling Unit unless it is in compliance with the interim development standards noted herein.

3. While this Ordinance is in effect, the following interim development standards shall apply in all single-family residential and multifamily residential zones. Any and all development standards applicable to these zones as set forth in the Burbank Municipal Code (the "Code") that are not in conflict with these interim standards shall remain in full force and effect. Any interim standards specified herein that conflict with existing development standards as set forth in the Code shall supersede any conflicting standards. The provisions of Title 10, Article 6, Division 3, entitled "Accessory Dwelling Units" are expressly superseded by these interim development standards. Any terms not defined herein shall have the meaning ascribed to them in the Code. The interim development standards are noted in the subsequent Sections 4 through 6 of this Ordinance and provide for the following:

4. The following definitions apply to these interim development standards:

ACCESSORY STRUCTURES means enclosed and non-enclosed structures that are detached from the main dwelling unit, including but not limited to detached garages, gazebos, workshops, storage sheds and buildings, and pool houses. Accessory dwelling units, whether attached to the main dwelling unit or detached, and additional dwelling units authorized by conditional use permit, are not considered accessory structures.

JUNIOR ACCESSORY DWELLING UNIT OR JADU means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

STRUCTURE: Means anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground, except for: NON-COMMERCIAL CORRAL, STABLE inclusive of tack rooms and similar accessory support facilities and KENNEL that are constructed for the keeping of horses, dogs and cats, or a combination thereof and have a separate definition within this Code.

5. No building permits shall be issued for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit unless it complies with the following interim development standards:

A. DESIGN AND DEVELOPMENT STANDARDS FOR NEW CONSTRUCTION

The design and construction of all newly constructed accessory dwelling units ("ADU") and junior accessory dwelling units ("Junior ADU") shall comply with all applicable building, housing, zoning and site development standards this division including but not limited to standards regarding setbacks, height, architectural design review, including compatibility with existing structures located on the same property and in the surrounding neighborhood that are listed in the California Register of Historic Places. Applicants shall also comply with all applicable fee and charge requirements, and other applicable zoning requirements Applications deemed complete for ADUs and Junior ADUs shall be approved ministerially within the applicable 60-day review period consistent with state law.

B. PERMITTED ZONES

An accessory dwelling unit ("ADU") and junior accessory dwelling unit ("Junior ADU") shall be a permitted use within the City's single family and multiple family residential zones: R-1, R2, R3, R4, MDR-3, MDR-4 and R-1-H zones.

C. ON-SITE PARKING

1) Required parking for an accessory dwelling unit shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less.

2) When an existing garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or is converted into an ADU, replacement parking for the main dwelling unit shall not be required.

3) When required, on-site parking can be covered, uncovered, tandem or provided through the use of a mechanical automobile parking lift. Tandem parking as defined in this division means that two or more automobiles are parked in a driveway or in any other location on a lot, lined up behind one another.

D. ON-SITE PARKING EXCEPTIONS

Notwithstanding the parking development standards for accessory dwelling units and junior ADUs noted in subsection C, accessory dwelling units that meet the following State provisions (consistent with AB 68, AB 881, and SB 13) shall not be required to provide on-site parking if:

1) The accessory dwelling unit is located within one-half mile walking distance of "public transit" within the meaning of Government Code Section 65852.2;

2) The accessory dwelling unit is located within an architecturally and historic significant historic district;

3) The accessory dwelling unit is part of the existing primary dwelling unit or an existing accessory structure;

4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or

5) When there is a car share vehicle located within one block of the accessory dwelling unit.

E. PARKING LOCATION

The parking provided on-site can be tandem and in an existing driveway or within any existing setback area, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or topographical or fire and life safety conditions. When a designated parking area is provided and is not located in the driveway as tandem, the parking space must meet the minimum required turning radius and backup distance as noted in the Code.

F. SQUARE FOOTAGE

1) All new accessory dwelling units are exempt from compliance with the Floor Area Ratio (FAR), lot coverage, open space, or minimum lot size requirements noted in this Code unless otherwise specified herein.

2) All new detached accessory dwelling units shall not exceed 850 square feet, except for an accessory dwelling unit with more than one bedroom shall not exceed 1,000 square feet.

3) When an accessory dwelling unit is attached to the existing primary dwelling unit, the maximum allowed size of that accessory dwelling unit shall be no more than 50% of the main dwelling size, or 850 or 1,000 square feet based on number of bedrooms as noted in preceding section E(2), whichever is less.

4) Guest dwelling units previously approved by the City and constructed with City building permits may be converted up to the previously City-approved square footage or 850 or 1,000 square feet based on number of bedrooms as noted in preceding section E(2), whichever is greater.

5) When a balcony, porch or patio is provided in conjunction with an ADU, if said structure is covered, it shall count towards the total ADU square footage allowance.

6) The building division will determine what is considered a landing or a balcony, porch or patio for the purposes of setback requirements.

7) If a cover such as a porch or similar type structure is provided over the main entrance of the ADU, and is supported by posts, 25 square feet of the said cover will not count towards the maximum allowable square footage of the ADU.

G. HEIGHT

1) All new ADUs, attached to the main dwelling unit must comply with the height

requirements defined in Code Section 10-1-603(A).

2) When an ADU is constructed on top of a detached garage, accessory structure, or above another ADU when applicable under this Code, the maximum top of plate height cannot exceed 20 feet as measured from grade level and the maximum height to any architectural features must not exceed 23 feet as measured from grade level.

3) All new detached ADUs, not constructed on top of a detached garage or accessory structure shall be no more than one (1) story with a maximum top of plate height of 12 feet as measured from grade level and a maximum height of 17 feet to any architectural features.

4) When an ADU is constructed on top of a garage or accessory structure, the ADU cannot touch grade level, except through support posts. The bottom of the finished floor of the ADU must be above the top of plate of the garage.

H. SETBACK

1) Unless otherwise provided in this Division, any new attached or detached ADUs must have a minimum setback of 4 feet to the rear property line and 4 feet to the side-yard property line with the exception that ADUs on top of a garage shall maintain a minimum 5 feet setback from side and rear property lines.

2) Any new ADU or Junior ADU cannot be located closer to the front property line than the prevailing front yard setback for a single family residential zoned lot or minimum required front setback for a multifamily residential zoned lot. An exception to this requirement would be to allow the conversion of existing legal non-conforming building footprint of the main structure or attached accessory structure into an ADU or Junior ADU that is located within the front yard setback.

3) When a garage or other accessory structure exists and is legally permitted with City building permits, the existing legal non-conforming setback of the garage or other accessory structure can be maintained. The required minimum 4 foot rear and side yard setbacks shall still apply to all added space that goes beyond the existing building footprint and/or building envelope of the garage or other accessory structure.

4) New ADUs must maintain a 5-foot separation from building face to building face, and a 4 foot separation from eave to eave of any adjacent structure.

5) No accessory dwelling unit may be located in a way that would prohibit access to a designated parking area or impede safe ingress and egress from a required side, rear, or front setback.

6) No setback shall be required when an ADU is constructed in the same location and to the same dimensions as an existing legal Structure that is converted into an ADU or to a portion of an accessory dwelling unit, even when that Structure has

been demolished.

7) When a balcony, porch or patio is provided in conjunction with the ADU and is 7 inches above grade level, the balcony, porch or patio must be setback from the rear and side property lines a minimum of 4 feet.

8) When a staircase or landing is provided for a new or existing second story ADU, whether attached or detached to the primary dwelling unit, that staircase or landing must provide a minimum 4 foot setback to the rear and side property line.

I. DESIGN AND DEVELOPMENT STANDARDS

1) The exterior design of the ADU shall match that of the main dwelling in terms of building forms, materials, colors, exterior finishes, roof forms and style of doors and windows. The structure(s) shall retain the appearance of a single-family dwelling, and the accessory dwelling unit shall be integrated into the design of the existing primary dwelling unit on the property or as determined by the Community Development Director or his/her designee.

2) The design of an attached ADU shall be compatible with the architectural design of the primary dwelling unit in order to ensure long term compatibility regardless of whether the use of the ADU is continued or terminated. If a separate entrance is provided, it shall be located on the side or rear of the structure and whenever possible located toward interior yard areas. The additional entrance is prohibited from being located on the front of the primary dwelling unit. The second entrance shall be well lit and free of concealment from landscaping to assure safe entrance and exit by the occupants.

3) All ADU façade elevations visible from any public right of way must provide entries, windows, or other architectural features compatible with the existing primary dwelling unit.

4) When a garage is converted into an ADU, the garage door must be removed and replaced with windows, door, or other design treatments that are consistent with the overall architectural design of the structure and the primary dwelling unit.

5) The design and construction of each ADU shall conform to all applicable provisions of Title 9 Chapter 1 (Building) of this Code. The accessory dwelling unit shall comply with all provisions of the Code pertaining to the adequacy of water, sewer, electrical, drainage, and fire and emergency services to the property on which the accessory dwelling unit will be located as well as all applicable codes pertaining to building, fire, health, and/or safety.

6) The main entrance of a detached ADU must face the same direction as the main entrance for the primary dwelling unit or face the side property lines, whichever is more compatible to the neighborhood character as determined by the City Planner. An ADU entrance proposed to face an alley or rear property line is subject to review and approval by the City Planner.

J. UTILITY CONNECTION AND CITY FEES

1) The primary and accessory dwelling units may be connected to a common gravity-fed sewage disposal approved by the City.

2) An ADU under 750 square feet shall not be charged impact fees. An ADU greater than 750 Square feet may be charged impact fees. These impact fees shall be proportional to the square footage of the main dwelling and calculated using the ADU square footage.

3) For an accessory dwelling unit that is not built within the existing space of a single family house or accessory Structure may be required to obtain a new or separate utility connection as determined by Burbank Water and Power process and may be subject to a connection fee or capacity charge based on its square feet or the number of its drainage fixtures unit values.

K. ADDRESS ASSIGNMENT AND VERIFICATION OF EASEMENTS AND DEDICATIONS

The Public Works department will determine address assignments to new ADUs and verify any public easements and land dedications required by the Burbank Municipal Code.

L. FIRE MOUNTAIN ZONE AND FIRE SPRINKLERS

No Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted on R-1 or R-1-H zoned properties located within the City's designed Mountain Fire Zones as noted in the City's General Plan Safety Element, unless all of the following requirements are met:

1) No more than one ADU or one Junior ADU is allowed on R-1 and R-1-H zoned properties located in the City's Mountain Fire Zones.

2) All new ADUs proposed within the City's Mountain Fire Zones shall comply with any applicable brush clearance requirements. Unless otherwise required by applicable City building and fire codes, in any residential zone where new ADUs are allowed, if fire sprinklers are required for the primary dwelling unit then they are also required for new ADUs.

M. STANDARDS IN THE R-1-H SINGLE FAMILY RESIDENTIAL HORSE KEEPING (R-1-H) ZONE

Consistent with the purpose of the R-1-H zone and in order to ensure that ADUs do not adversely impact public safety and equine/horse keeping uses located in the R-1-H zone, all of the provisions of this section shall apply to ADUs in the R-1-H Zone unless otherwise stated in the following:

1) No more than one ADU or one Junior ADU is allowed on R-1-H zoned properties. No new construction of ADUs shall be permitted the R-1-H zone except for the following:

   a) The conversion of an existing permitted garage shall be permitted.

   b) The conversion of an existing permitted guest dwelling unit shall be permitted.

   c) The conversion of existing square footage within the main dwelling unit is permitted.

   d) Additions to or conversions of existing square footage within the main dwelling unit is permitted in the area outside of the rear 35 feet of the lot, which is the area reserved for horse keeping uses (e.g. barns, corrals, stables, and tack rooms).

2) The conversion of any existing accessory structure (storage, shed, pool house, recreation room) and barn, stable, corral, tack room, etc. into an ADU shall not be permitted.

3) Unless otherwise required to comply with the City's building and fire codes, any doors, windows, and other openings in any accessory dwelling unit shall comply with the requirements of Section 10-1-605(B).

N. ADDITIONAL STANDARDS IN MULTIFAMILY ZONES

All of the provisions of this section shall apply to ADUs in the Multifamily Zones unless otherwise stated in the following:

1) No more than two (2) ADUs can be constructed on a multifamily zoned lot or on a lot with a multiple family dwelling. These ADUs must be detached from the primary structure; these ADUs may be attached or detached from each other.

2) ADUs may be created within a multifamily dwelling structure in areas not used as livable space, such as storage rooms, boiler rooms, passageways, attics, basements, common areas or garages, so long as the converted space complies with state building standards for dwellings. The number of ADUs so created shall be up to 25% of the existing multifamily dwelling units in the multifamily dwelling structure.

O. JUNIOR ACCESSORY DWELLING UNIT STANDARDS

All of the provisions of this section shall apply to a Junior Accessory Dwelling Unit (JADU) unless otherwise stated in the following:

1) A JADU is limited to 500 square feet.

2) One JADU is allowed per residentially zoned lot that includes an existing or proposed single-family dwelling unit structure.

3) A JADU can be built within an existing accessory structure, so long as the accessory structure is attached to a single-family dwelling unit structure.

4) A deed restriction must be recorded and will run with the land prohibiting the sale of the JADU separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

5) The deed restriction must include the size and attributes of the JADU that conforms to this section.

6) The JADU must be constructed within the existing walls of the structure.

7) The JADU must include a separate entrance from the main entrance to the structure and an interior entry to the main living area. A second interior doorway may be provided for sound attenuation.

8) JADU may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

9) The junior accessory dwelling unit must include an efficiency kitchen, which shall include all of the following:

    a) A cooking facility with appliances.

    b) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

10) Additional parking may not be required as a condition to grant a permit for a JADU.

11) An inspection, including the imposition of a fee for that inspection to determine whether the JADU is in compliance with applicable building standards may be required at any time after the JADU has been built.

12) For the purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate or new dwelling unit.

13) For the purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit.

14) For a JADU contained entirely within a single-family residence, there shall be owner-occupancy in the single-family residence in which the JADU is permitted. The owner may reside in either the remaining portion of the single-family residence or the newly created JADU. This provision does not apply if the owner is a governmental entity,

land trust or housing organization.

P. SHORT TERM RENTALS

Unless otherwise provided for in the Burbank Municipal Code, ADUs and JADUs that are rented, shall be rented for terms longer than 30 days.

Q. CONVEYANCE

Any ADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

R. SUBMISSION OF APPLICATION.

Any person desiring to construct or establish an Accessory Dwelling Unit and/or Junior ADU must submit the following materials to the Community Development Department's Planning Division:

1) A completed Accessory Dwelling Unit and/or Junior ADU Permit application on forms as established and provided by the City Planner.
2) Site plans, floor plans, elevations, pictures and such other materials as may be deemed necessary by the City Planner to make a determination on the application.
3) A copy of the Property Deed establishing the identity of the owner of record of the property.
4) The Accessory Dwelling Unit and/or Junior ADU Permit application fee in accordance with the City of Burbank Adopted Citywide Fee Schedule in effect at the time of application submittal. An application shall not be deemed to be filed until such time as all necessary information has been provided to the Director.

6. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

7. This Ordinance shall be introduced, passed and adopted at one and the same meeting and shall become effective immediately upon the adoption thereof, and shall expire and be of no further force and effect after forty-five (45) days from the date of its adoption, unless further extended on or before this forty-fifth (45th) day.

8. The City Clerk shall certify to the passage of this Ordinance and cause the this Ordinance to be published, within fourteen days of the adoption hereof, once in a newspaper of general circulation, published and circulated in the City of Burbank, California.

PASSED AND ADOPTED this 17th day of December, 2019.

Sharon Springer
Mayor

Attest:

Zizette Mullins, MMC, City Clerk

Approved as to Form:
Office of the City Attorney

By
Amy Albano, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Zizette Mullins, MMC, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 19-3,928 was duly and regularly passed and adopted by a four-fifths (4/5) vote of the Council of the City of Burbank at its regular meeting held on the 17th day of December, 2019, by the following vote:

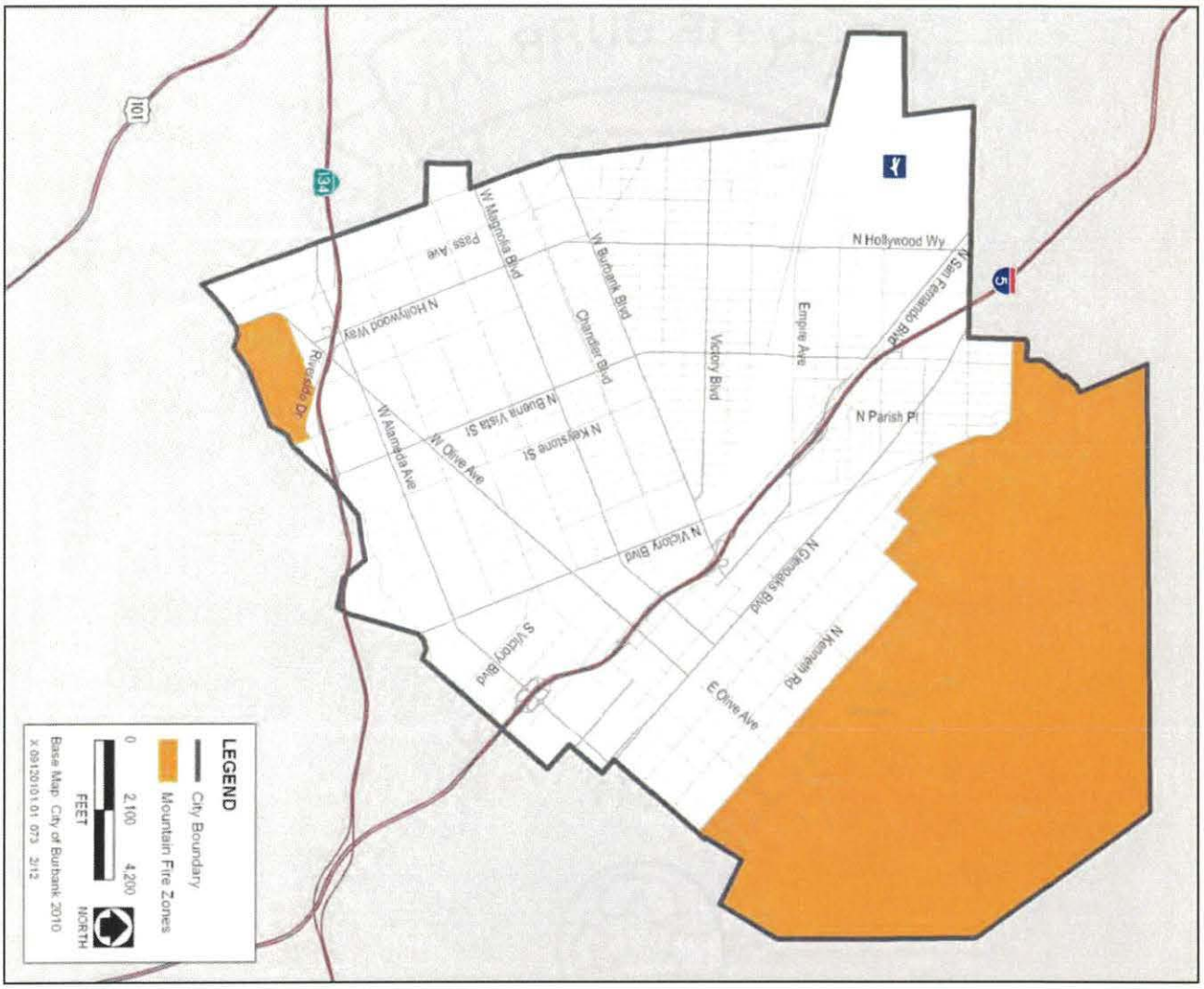
AYES: Frutos, Gabel-Luddy, Murphy, Talamantes and Springer.

NOES: None.

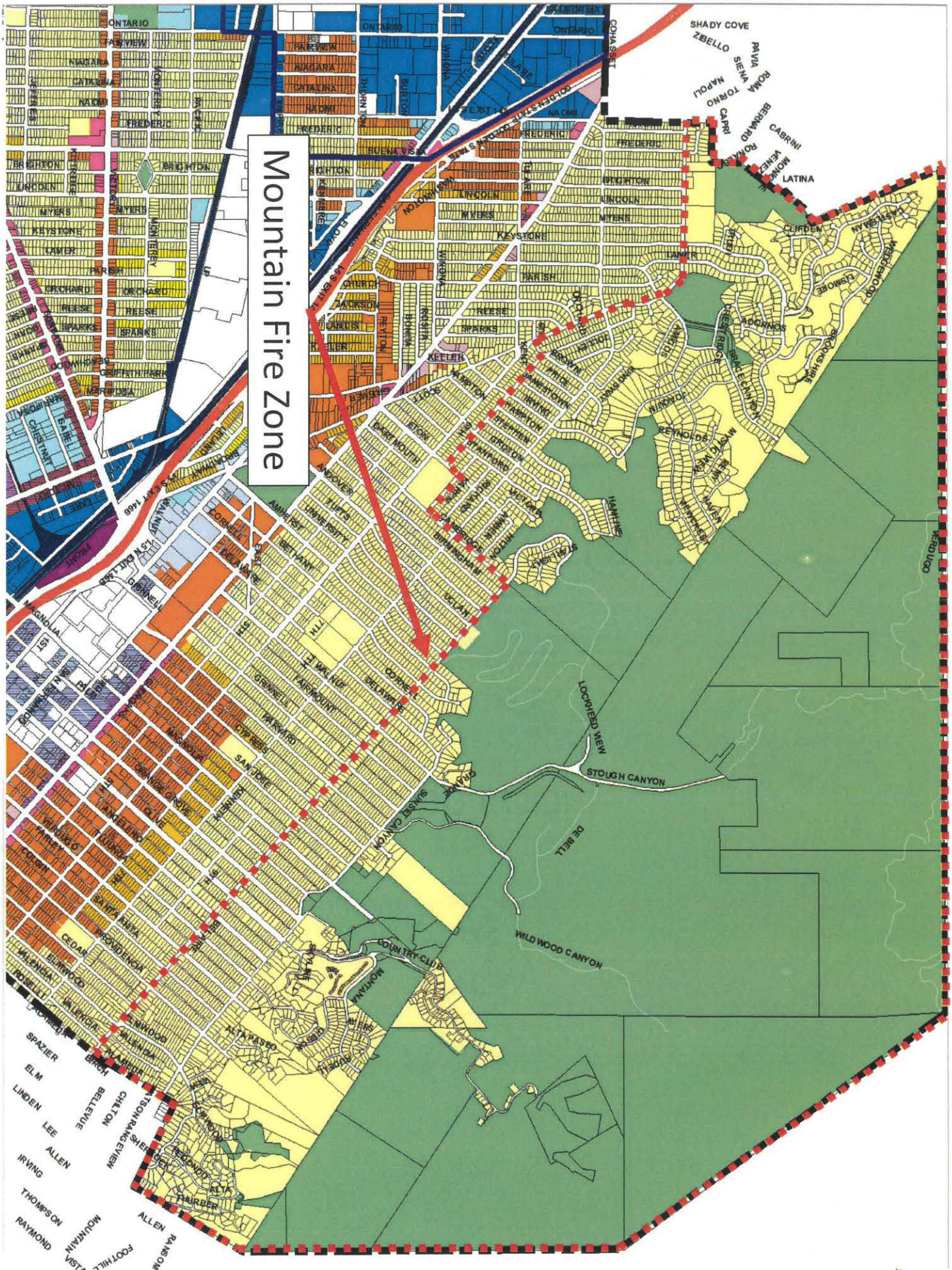
ABSENT: None.

I further certify that said Ordinance was published as required by law in a newspaper of general circulation in the City of Burbank, California on the 28th day of December, 2019.

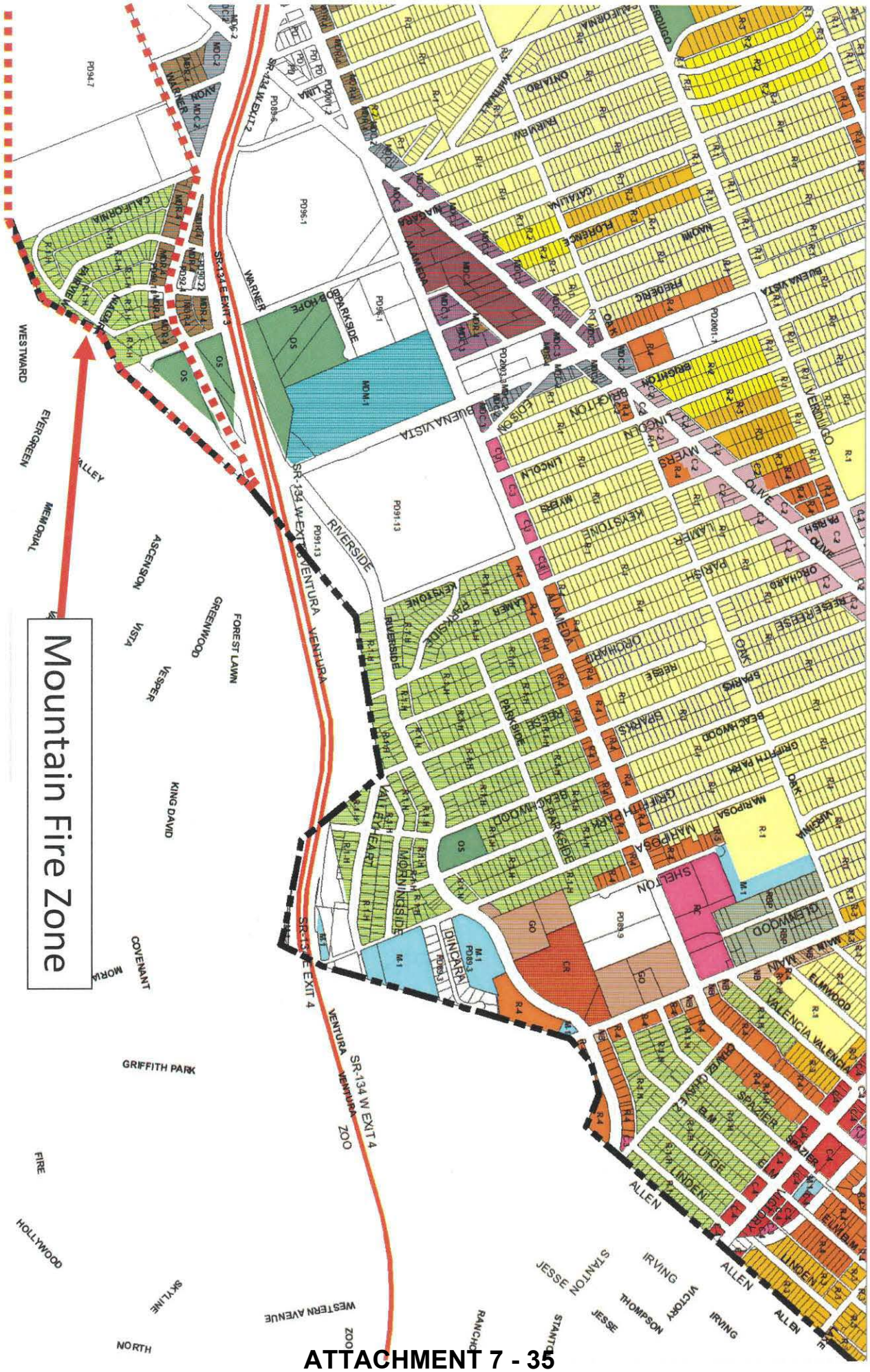
Zizette Mullins, MMC, City Clerk



Attachment A



ATTACHMENT 7 - 34


Mountain Fire Zone
SR-134 W EXIT 4
SR-134 W EXIT 3
VENTURA
RIVERSIDE
WARNER
BLUENA VISTA
ALAMEDA
PARKSIDE
OAK
PARISH
MARIPOSA
SHELTON
GLENWOOD
VALENCIA VALENTIA
LINDEN
ALLEN
IRVING
VICTORY
THOMPSON
JESSE
STANTON
WESTWARD
EVERGREEN
MEMORIAL
ALLEY
ASCENSION
VISTA
WESPER
GREENWOOD
FOREST LAWN
KING DAVID
COVENANT
GRIFFITH PARK
FIRE
HOLLYWOOD
SKYLINE
NORTH
WESTERN AVENUE
ZOO
DINCARA
MORNINGSIDE
CHAVEZ
SPAZIER
LUTGE
ELMWOOD
BEACHWOOD
GRIFFITH
ORCHARD
KENSTONE
LINCOLN
MYERS
OLIVE
VERDUGO
BRIGHTON
HEREFORD
FLORENCE
CATALINA
ONTARIO
MAGNOLIA
CALIFORNIA
WILDNER
PD94-7
PD96-1
PD95-1
PD91-13
PD89-9
PD89-3
PD89-4
PD92-1
PD92-2
PD2001-1
PD2003-1
MDC-1
MDC-2
MDC-3
MDC-4
MDR-1
MDR-2
MDR-4
MDM-1
OS
GO
CR
M-1
R-1
R-2
R-3
R-4

AN AMENDED URGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING TITLE 10, CHAPTER 1 (ZONING) IN ORDER TO AMEND THE ZONING DEFINITIONS, LAND USE TABLES AND DEVELOPMENT STANDARDS TO ALLOW ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN ALL RESIDENTIAL ZONES CONSISTENT WITH APPLICABLE STATE LAWS.

(Zone Text Amendment No. 19-02; Project No. 19-0007998)

THE CITY COUNCIL OF THE CITY OF BURBANK FINDS, DETERMINES AND DECLARES THAT:

A. The City Council has determined that the City has complied with the 2018 State-mandated ADU law, the City of Burbank successfully approved and permitted more than 350 Accessory Dwelling Units. Approved, permitted and with building permits issued. The City Council protest that our success has neither been recognized nor considered by the State. The City Council is on record having opposed subsequent state-mandated ADU Laws, and is adopting any conforming local legislation under protest. It is the City Council's determination that the legislation coming out of our State Capitol tears down the system of local control and irresponsibly attempts to plan and zone from Sacramento and embodies a complete and total disregard for professional planning and ignores the nuances of our neighborhoods—Magnolia Park, the Media District, the Hillside, the Airport area, the Rancho and our unique hazard zones. This State legislative effort amounts to marginalizing the safety, health and public welfare of our community.

B. On December 9, 2019, the Planning Board held a duly noticed public hearing to consider establishing development standards for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (Junior ADUs) within all of the City's single family and multi-family residential zones (Project No. 19-0007998). After considering the evidence presented, the Planning Board made a recommendation to the Burbank City Council ("Council") to adopt the proposed Ordinance amending Title 10, Chapter 1 (Zoning) with an exception in the Mountain Fire Zone in order to amend the zoning definitions and development standards to allow Accessory Dwelling Units and Junior Accessory Dwelling Units in all residential zones, consistent with applicable state laws. (Project No. 19-7998)

C. On December 17, 2019, the Council adopted, as an urgency measure, Interim Development Control Ordinance (IDCO) No. 19-3,928 pursuant to Government Code Section 65858(a), which established interim development standards for new ADUs and Junior ADUs in all residential zones consistent with State law; but restricted on ADUs and Junior ADUs in the Mountain Fire Zone and R-1-H zone based on public safety.

D. On January 7, 2020, the Council at its regular meeting, held a public hearing on the proposed Zone Text Amendment No. 19-02, Project No. 19-0007998 and adopted the Urgency Ordinance (Ordinance No. 19-3,930).

E. Said hearing was properly noticed in accordance with the provisions of Section 10-1-1994 of the Burbank Municipal Code.

F. The Council considered the report and recommendations of the City Planner, the action and recommendations of the Planning Board as evidenced in its Resolution No. 3407, and the evidence presented at such hearing.

G. The City Council has determined that California law provides local jurisdictions with the authority to designate specific areas where ADUs and Junior ADUs may be permitted. This designation may be based on the adequacy of water and sewer services and the impact of ADUs and Junior ADUs on traffic flow and public safety (Government Code Section 65852.2(a)(1)(A)). The intent of state law is to avoid unreasonable restrictions on the ability of homeowners to create ADUs and/or Junior ADUs.

H. The City Council finds that after having received over 350 separate applications for ADUs since January 1, 2017 that the City is likely to continue to receive applications for new ADUs and Junior ADUs regardless of whether the City has new ADU regulations. Without an updated local ordinance, these ADU and Junior ADU applications would cause confusion and ambiguity regarding the applicability of provisions in the City's current accessory dwelling unit regulations with potentially inconsistent and unfair results for City residents and with limited ability for the City to address impacts in a reasonable and even-handed manner through its code. The implementation of the State's recently adopted ADU and Junior ADU regulations without local refinements to applicable development standards may create potential impacts to public safety and conflict with the character of the surrounding neighborhoods in which they could be built.

I. The City Council has determined that wildland fires pose a serious threat in areas located within and adjacent to the Verdugo Mountains in northeast Burbank and within the southwestern portion of the City adjacent to the Warner Bros. Studios and the 134 Freeway (inclusive of the "Rancho area"). These two areas have been identified in the Burbank2035 General Plan Safety Element as Mountain Fire Zones by the City (see maps attached hereto). Structure fires and grass fires are a safety hazard throughout the City, but they pose a unique risk in these two Mountain Fire Zone areas for Burbank residents, visitors and properties. Over the past three years, California has experienced an increase frequency and size of wildfires throughout the State. During this period the City of Burbank experienced three major fires, including La Tuna Fire that burned 7,194 acres and the Barham Fire that threatened the Hollywood Hills, the Burbank Hills Fire, and the Warner Bros. Studios Fire; all these fires were located within the City's Mountain Fire Zones. It is anticipated that climate change will increase the frequency and size of wildfires. Hotter, drier climates, aided by prolonged drought, will promote increased accumulation of fire-prone vegetation. When fires occur, stronger winds will continue to fan the flames, spreading fires faster and farther than previously experienced. This will expand the size of the urban-wildland interface, because more residential communities will be within reach of wildfire activity. The City's two designated fire zones are especially susceptible. The hillside area within the fire zone, which includes the R-1 zone (inclusive of the designated hillside area) is an area with unique circumstances and challenges not faced by other residential neighborhoods because of the location and topography of the area.

In many instances, hillside vegetation and brush grow into resident's backyards with sometimes only a fence line separating the two; couple these conditions with the very steep terrain and limited accessibility to potential fire hot spots. As such, it is imperative that the City take the necessary steps to implement development standards for ADUs within the Mountain Fire Zones that safeguard traffic flow and public safety in these designated areas to allow speedy and safe access of fire and emergency vehicles to these areas in the case of a fire as well as protecting public safety by providing safe ingress and egress of residents during needed evacuations. To this end, the proposed Ordinance includes specific limitations on ADUs related to the number and size of ADU and Junior ADU units allowed in the Mountain Fire Zones that will safeguard traffic flow on already constrained and narrow streets and preserve public safety by maintaining current response times for emergency service vehicles to reach all portions of the affected hillside area single family residential and single family residential horse keeping properties located within the Mountain Fire Zones. The other fire zone that encompasses the Rancho area is also a unique area that is susceptible to higher risk and also requires special care as one of the few remaining neighborhoods in the urbanized areas of Los Angeles County where homeowners may keep horses on their residential properties.

The City Council has determined that in addition to the fire zone issues in the R-1-H zone, special care must be taken in this zone to ensure implementation of new State laws regulating ADUs and Junior ADUs do not adversely impact equine/horse keeping uses located in the R-1-H zone and public safety for residents living nearby. Horses must be provided with "necessary...shelter or protection from the weather" [California Penal Code Section 597 (b)]. These shelters/enclosures and surrounding areas must be of sufficient size to enable a horse to comfortably stand up, turn around and lie down as well as provide an area for the horse to exercise. These areas require constant maintenance to remove excess feces, urine, mud or other waste products that can create excessive ambient temperatures or result in the buildup of toxic gases, such as ammonia. Clean and sanitary surroundings within the confines of any on-site equine facility are essential for the health and welfare of the horses and to avoid unnecessary environmental contamination that may affect on-site or nearby residents. The average horse defecates once every two hours (an average of 12 times per day). On average, this produces at total of 54 pounds of feces per day. Furthermore, a horse on average voids 2.7 gallons of urine per day, with dramatic increases in urine output occurring as ambient temperature rises. The mixture of urine and feces produces noxious gases, including ammonia. Manure attracts breeding flies and other insects which are both irritating and unhealthy to animals and humans, alike. Areas designated as collection areas for the temporary storage of animal waste products before pickup and removal need to be well maintained.[1] To this end, special siting requirements must be considered to ensure that ADUs and/or Junior ADUs are allowed in the R-1-H zone in a manner that address safety concerns with possible unintended interface of residents and horses and does not preclude the existing and future horse keeping uses that are part of the community character for this zone. This is consistent with CA Vehicle Code Sections 22353.2 through 22353.4, wherein the legislature recognized the importance of equestrian safety in the R-1-H zone of the City of Burbank.

[1] A Guide: Minimum Standards of Horse Care in the State of California (January 2019) prepared by the Center for Equine Health, School of Veterinary Medicine University of California, Davis; https://ceh.vetmed.ucdavis.edu/

J. The City Council has determined that unless the City adopts this Urgency Ordinance, the City would be required to approve new ADUs and/or Junior ADUs in locations and under standards that will have severe negative impacts on the public peace, health, safety or welfare in our single-family neighborhoods, in the Mountain Fire Zone, R-1-H zone and the City at large. The City Council approved an Interim Development Control Ordinance (IDCO) on December 17, 2019 that that has put in place temporary development standards pertaining to ADUs. The IDCO will expire in between the time when the State standards take effect and the effective date of the Zone Text Ordinance. The adoption of this Urgency Ordinance ensures the standards in the zone text amendment are in place to process any applications received on and after January 1, 2020. Accordingly, this Urgency Ordinance is declared by the Council to be necessary as an emergency measure for preserving the public peace, health, safety and welfare of its citizens, its single-family neighborhoods, the Mountain Fire Zone, R-1-H zone and the City at large.

K. Further the Council finds that the absence of the standards in the zone text amendment being in place as soon as possible, will create a serious threat to the orderly and effective implementation of any zone text amendments which may be adopted by the City and become effective after expiration of the IDCO. This could result in the issuance of permits and building permits contrary to the recommended zone text amended standards and could permit development that may be in conflict with or frustrate the contemplated zone text amendments being introduced during this public hearing to allow for the orderly development of new ADUs and Junior ADUs in a manner that protects the residential character of existing neighborhoods.

L. The City Council has determined that unless the City adopts this Urgency Ordinance, the City would be required to approve new ADUs and/or Junior ADUs in locations and under standards that will have severe negative impacts on the public peace, health, safety or welfare in our single-family neighborhoods, in the Mountain Fire Zone, R-1-H zone and the City at large. The City Council approved an Interim Development Control Ordinance (IDCO) on December 17, 2019 that that has put in place temporary development standards pertaining to ADUs. The IDCO will expire in between the time when the State standards take effect and the effective date of the Zone Text Ordinance. The adoption of this Urgency Ordinance ensures the standards in the zone text amendment are in place to process any applications received on and after January 1, 2020. Furthermore, without the proposed amendments to this Urgency Ordinance, staff would need to apply the development standards in the current Urgency Ordinance until the standards in the Zone Text Amendment go into effect. Staff believes not approving the amendments to the Urgency Ordinance would create adverse impacts on traffic flow and public safety and confusion about the standards to be applied to ADU applications.

M. Based on the above recitals, and pursuant to Charter Section 500, the Council finds it is necessary as an emergency measure for preserving the public peace, health, safety and welfare of its citizens, its single-family neighborhoods, the Mountain Fire Zone, R-1-H zone and the City at large to adopt this proposed ordinance as an urgency measure.

N. This Ordinance is exempt from the California Environmental Quality Act in accordance State CEQA Guidelines, Article 18: Statutory Exemptions, Section 15282(h). This section of CEQA provides a statutory exemption for "the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of Government Code as set forth in Section 21080.17 of the Public Resources Code." The City Planner shall file a Notice of Exemption from CEQA review in accordance with CEQA Guidelines Sections 15061 and 15062.

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

1. All of the findings set forth above are true and correct and are incorporated herein as if restated in their entirety.

JUNIOR ACCESSORY DWELLING UNIT OR Junior ADU means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

STRUCTURE: Means anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground, except for: NON-COMMERCIAL CORRAL, STABLE inclusive of tack rooms and similar accessory support facilities and KENNEL that are constructed for the keeping of horses, dogs and cats, or a combination thereof and have a separate definition within this Code.

2. Section 10-1-602, subsection C, Applicable Sections, Table 10-1-602 of Title 10, Chapter 1 of the Burbank Municipal Code is amended as follows:

Table 10-1-602

Permitted Uses in the R-1 and R-1-H Zones

Symbol	***Meaning***
P	Use is permitted
AUP	Administrative use permit required (see Article 19, Division 4.1)
CUP	Conditional use permit required (see Article 19, Division 4)
---	Use is prohibited

Land Use	***R-1***	***R-1-H***	***Specific Use Standards***
Residential and Accessory Uses			

Land Use	*R-1*	*R-1-H*	*Specific Use Standards*
Single family dwelling, not to exceed one per lot, including mobilehomes and manufactured homes	P	P	
Single family dwellings, additional, on one lot	CUP (1)	CUP (1)	
Garages, private	P (2)	P (2)	
Accessory structures, including minor structures for which no building permit is required (3)	P (4)	P (4)	10-1-604
Accessory uses typical for a single family home including tennis courts and swimming pools	P	P	
Accessory dwelling unit and Junior accessory dwelling unit	P	P	Article 6, Division 3
Home occupation	P	P	Article 6, Division 11
Home occupation, music lessons	AUP	AUP	10-1-672
Planned residential development	CUP	CUP	Article 6, Division 8
Stable or corral, non-commercial, for keeping horses owned by the owner or occupant of the property only	---	P	10-1-605
Small family day care home	P	P	
Large family day care home	AUP	AUP	Article 6, Division 13
Community care facility (licensed, six or fewer occupants)	P	P	
Community care facility (unlicensed, six or fewer occupants)	P	P	
Non-Residential Uses			
Carnival conducted by a church, public or private school, service club, or nonprofit association or corporation	CUP	CUP	
Church or church school	CUP	CUP	
Educational institution, public or private	CUP (5)	CUP (5)	
Municipal fire station	CUP	CUP	

Land Use	*R-1*	*R-1-H*	*Specific Use Standards*
Municipal library	CUP	CUP	
Park or recreational facility, golf course, cultural facility; including incidental commercial uses commonly associated with a park or recreation use	CUP	CUP	
Parking lot, off-street	CUP	CUP	Article 14, Division 4
Public utility facility	CUP	CUP	
Wireless Telecommunications Facility	(6)	(6)	10-1-1118
Equestrian and Special Uses			
Animal hospital; no boarding	---	CUP (7)	
Blacksmith; horse shoeing only	---	CUP (7)	
Petting zoo	---	CUP (7)	
Plant nursery	---	CUP (7)	
Stable, commercial; including housing facilities for caretaker on premises	---	CUP (7)	Article 24, Division 9
Cannabis Uses			
Cannabis delivery	---	---	10-1-512
Commercial cannabis activities	---	---	10-1-512
Cultivation	---	---	10-1-512
Retailer	---	---	10-1-512

Notes/Additional Requirements:

(1) Additional single family dwellings legally constructed prior to June 4, 1963 are permitted uses that do not require a CUP.
(2) Intentionally deleted.
(3) Accessory structures include enclosed and non-enclosed structures that are detached from the main dwelling unit, including but not limited to detached garages, gazebos, workshops, storage sheds and buildings and pool houses. Accessory dwelling units, whether attached to the main dwelling unit or detached, and additional dwelling units authorized by conditional use permit, are not considered accessory structures.
(4) Intentionally deleted.
(5) Public educational institutions existing prior to June 1, 1978 are permitted uses that do not require a CUP.

(6) Permitted in accordance with Section 10-1-1118.

(7) Permitted only on properties with a land area of 12,000 square feet or greater that abut commercially zoned land.

3. Section 10-1-627, subsection C, Applicable Sections, Table 10-1-627 of Title 10, Chapter 1 of the Burbank Municipal Code is amended as follows:

Table 10-1-627
Permitted Uses in the Multiple Family Residential Zones

Symbol	Meaning
P	Use is permitted
AUP	Administrative use permit required (see Article 19, Division 4.1)
CUP	Conditional use permit required (see Article 19, Division 4)
--	Use is prohibited

Land Use	R-2	R-3	R-4	Specific Use Standards
Residential and Accessory Uses				
Single family dwelling	P	P	P	
Multiple family dwelling	P	P	P	
Accessory dwelling unit, Junior accessory dwelling unit	P	P	P	Article 6, Division 3
Garages and carports, private	P	P	P	
Accessory structures, including minor structures for which no building permit is required	P	P	P	
Accessory uses typical for a residential project including tennis courts and	P	P	P	

Land Use	R-2	R-3	R-4	Specific Use Standards
swimming pools				
Driveway in buffer area	CUP	CUP	CUP	10-1-628(F)
Home occupation	P	P	P	Article 6, Division 11
Home occupation, music lessons	AUP	AUP	AUP	10-1-672
Planned residential development	CUP	CUP	CUP	Article 6, Division 8
Small family day care home	P	P	P	
Large family day care home	AUP	AUP	AUP	Article 6, Division 13
Community care facility (licensed, six or fewer occupants)	P	P	P	
Community care facility (unlicensed, six or fewer occupants)	P	P	P	
Community care facility (licensed, seven or more occupants)			CUP	
Community care facility (unlicensed, seven or more occupants)			CUP	
Supportive Housing		P	P	
Transitional Housing		P	P	
Single Room Occupancy Hotel (SRO)		CUP	CUP	
Residential care	---	---	CUP	

Land Use	R-2	R-3	R-4	Specific Use Standards
home-retirement home				
Non-Residential Uses				
Carnival conducted by a church, public or private school, service club, or nonprofit association or corporation	CUP	CUP	CUP	
Church or church school	CUP	CUP	CUP	
Convenience grocery store	CUP(1)	CUP(1)	CUP(1)	
Educational institution, public or private	CUP(2)	CUP(2)	CUP(2)	
Municipal fire station	CUP	CUP	CUP	
Municipal library	CUP	CUP	CUP	
Office, business or professional	---	CUP(3)	---	
Office, medical	---	CUP(4)	CUP(4)	
Park or recreational facility, golf course, cultural facility; including incidental commercial uses commonly associated with a park or recreation use	CUP	CUP	CUP	
Parking lot, off-street	CUP	CUP	CUP	Article 14, Division 4
Wireless Telecommunications Facility	(5)	(5)	(5)	10-1-1118

Land Use	R-2	R-3	R-4	Specific Use Standards
Public utility facility	CUP	CUP	CUP	
Stable or corral, non-commercial, for keeping horses owned by the owner or occupant of the property only	---	CUP(5)	CUP(5)	
Cannabis Uses				
Cannabis delivery	---	---	---	10-1-512
Commercial cannabis activities	---	---	---	10-1-512
Cultivation	---	---	---	10-1-512
Retailer	---	---	---	10-1-512

Notes/Additional Requirements:

(1) Permitted only on properties with a land area of 8,000 square feet or less.

(2) Public educational institutions existing prior to June 1, 1978 are permitted uses that do not require a CUP.

(3) Prohibited in R-2, R-3, R-4, and MDR-4 zones; CUP in MDR-3 zone when the parcel is adjacent to a Major or Secondary Arterial street, and the office use is conducted in an existing residential structure.

(4) Permitted only in conjunction with one or more residential units on the same lot where the medical practitioner resides on the premises.

(5) Permitted in accordance with Section 10-1-1118.

(6) Stables and corrals are permitted only in the Rancho Area as defined in Section 10-1-630(A).

[Amended by Ord. No. 18-3,901, eff. 4/13/18; 17-3,898; Formerly numbered Section 31-43; renumbered by Ord. No. 3058; 3872; 3860, 3840, 3817, 3791, 3751, 3743, 3697, 3676, 3535, 3139, 2727, 2386, 2371.]

4. Division 3 (Accessory Dwelling Units) to Chapter 1 of Title 10 of the Burbank Municipal Code is amended as follows:

Division 3. Accessory Dwelling Units and Junior Accessory Dwelling Units

10-1-620.1: CITATION AND AUTHORITY: This division is enacted under the authority granted by Chapter 4 (commencing with Section 65800) of Division 1 of Title 7 of the Government Code of the State of California.

10-1-620.2: PURPOSE AND INTENT:
A. PURPOSE.

The City Council declares and finds all of the following:

1. California housing production has not kept pace with demand with only half of the needed housing units built in the last decade.
2. Locally, there is a large unmet need for housing to shelter Burbank's residents who have a fixed or limited income.
3. Accessory dwelling units and junior accessory dwelling units have resulted in new housing units for seniors to age in place, provide new housing opportunities for couples, extended families, young people, disabled persons and employees working in the City seeking to find cost-effective dwelling units close to jobs, amenities, and schools.
4. Accessory dwelling units and junior accessory dwelling units have helped increase housing supply and provide relatively affordable housing options within the City's single family and multiple family residential zones.
5. Accessory dwelling units and junior accessory dwelling units can provide a cost-effective means of providing additional housing options through the use of existing infrastructure.
6. Accessory dwelling units and junior accessory dwelling units, as regulated in this Chapter will not adversely impact public safety or the character and quality of the City's single family neighborhoods in light of the restrictions in the Mountain Fire Zone and R-1-H zone.
7. Providing additional housing for employees that work in the City's employment centers could reduce the commute times and vehicle miles traveled by employees coming in to the City, and therefore, potentially reduce traffic congestion.

B. INTENT.

By adoption of this division, it is acknowledged and determined this division will, to the extent permissible by law, allow for the development of accessory dwelling units and junior accessory dwelling units while maintaining and protecting the essential characteristics of the single family and multiple family residential zones and establishing criteria set forth in Government Code Section 65852.2 et seq.

10-1-620.3: DESIGN AND DEVELOPMENT STANDARDS FOR NEW CONSTRUCTION:
The design and construction of all newly constructed accessory dwelling units and junior accessory dwelling units shall conform to the following standards:

A. GENERAL PROVISIONS

Unless otherwise preempted by state law, the design and construction of all newly constructed accessory dwelling units ("ADU") and junior accessory dwelling units ("Junior ADU") shall comply with all applicable building, housing, zoning and site development standards of this division, including but not limited to standards regarding setbacks, floor area ratio standards, height, lot coverage, architectural design review, including compatibility with existing structures located on the same property and in the surrounding

neighborhood that are listed in the California Register of Historic Places. Applicants shall also comply with all applicable fee and charge requirements, and other applicable zoning requirements. Applications deemed complete for ADUs and Junior ADUs shall be approved ministerially with the applicable 60-day review period consistent with state law.

B. PERMITTED ZONES

An ADU and Junior ADU shall be a permitted use within the City's single family and multiple family residential zones: R-1, R2, R3, R4, MDR-3, MDR-4 and R-1-H zones.

C. ON-SITE PARKING

1) Required parking for an accessory dwelling unit shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less.

2) When an existing garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or is converted into an ADU, replacement parking for the main dwelling unit shall not be required.

3) When required on-site parking can be covered, uncovered, tandem or provided through the use of a mechanical automobile parking lift. Tandem parking as defined in this division means that two or more automobiles are parked in a driveway or in any other location on a lot, lined up behind one another.

D. ON-SITE PARKING EXCEPTIONS

Notwithstanding the parking development standards for ADUs and Junior ADUs (collectively accessory dwelling units for this subsection D) noted in subsection C, ADUs that meet the following State provisions (consistent with AB 68, AB 881 , and SB 13) shall not be required to provide on-site parking if:

1) The accessory dwelling unit is located within one-half mile walking distance of "public transit" within the meaning of Government Code Section 65852.2;

2) The accessory dwelling unit is located within an architecturally and historic significant historic district;

3) The accessory dwelling unit is part of the existing primary dwelling unit or an existing accessory structure;

4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or

5) When there is a car share vehicle located within one block of the accessory dwelling unit.

E. PARKING LOCATION

The parking provided on-site can be tandem and in an existing driveway or within any existing setback area, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site, topographical or fire and life safety conditions. When a designated parking area is provided and is not located in the driveway as tandem, the parking space must meet the minimum required turning radius and backup distance as noted in the Code.

F. SQUARE FOOTAGE

1) All new accessory dwelling units and additions to existing and permitted accessory dwelling units are exempt from compliance with the Floor Area Ratio (FAR), lot coverage, open space, or minimum lot size requirements noted in this Code unless otherwise specified herein.

2) All new detached accessory dwelling units shall not exceed 850 square feet, except for an accessory dwelling with more than one bedroom shall not exceed 1,000 square feet.

3) When an accessory dwelling unit is attached to the existing primary dwelling unit, the maximum allowed size of that accessory dwelling unit shall be no more than 50% of the main dwelling size, or 850 or 1,000 square feet based on number of bedrooms as noted in preceding section F(2), but no less than 800 square feet.

4) Guest dwelling units previously approved by the City and constructed with City building permits may be converted up to the previously City-approved square footage or 850 or 1,000 square feet based on number of bedrooms as noted in preceding section F(2), whichever is greater.

5) When a balcony, porch or patio is provided in conjunction with an ADU, if said structure is covered, it shall count towards the total ADU square footage allowance.

6) The building division will determine what is considered a landing or a balcony, porch or patio for the purposes of square footage requirements.

7) If a cover such as a porch or similar type structure is provided over the main entrance of the ADU, and is supported by posts, 25 square feet of the said cover will not count towards the maximum allowable square footage of the ADU.

8) ADUs may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

G. HEIGHT

1) All new ADUs that are attached to the main dwelling unit must comply with the height requirements defined in Code Section 10-1-603(A).

2) When an ADU is constructed on top of a detached garage, accessory structure, or above another ADU when applicable under this Code, the maximum top of plate height cannot exceed 20 feet as measured from grade level and the maximum height to any architectural features must not exceed 23 feet as measured from grade level.

3) All new detached ADUs, not constructed on top of a detached garage or accessory structure shall be no more than one (1) story with a maximum top of plate height of 12 feet as measured from grade level and a maximum height of 17 feet to any architectural features.

4) When an ADU is constructed on top of a garage or accessory structure, the ADU cannot touch grade level, except through support posts. The bottom of the finished floor of the ADU must be above the top of plate of the garage or accessory structure.

H. SETBACK

1) Unless otherwise provided in this Division, any new attached or detached ADUs must have a minimum setback of 4 feet to the rear property line and 4 feet to the side-yard property line with the exception that ADUs on top of a garage shall maintain a minimum 5 feet setback from side and rear property lines.

2) Any new ADU or Junior ADU cannot be located closer to the front property line than the prevailing front yard setback for a single family residential zoned lot or minimum required front setback for a multifamily residential zoned lot. An exception to this requirement would be to allow the conversion of existing legal non-conforming building footprint of the main structure or attached accessory structure into an ADU or Junior ADU within the main structure that is located within the front yard setback.

3) When a garage or other accessory structure exists and is legally permitted with City building permits, the existing legal non-conforming setback of the garage or other accessory structure can be maintained. The required minimum 4 foot rear and side yard setbacks shall still apply to all added space that goes beyond the existing building footprint and/or building envelope of the garage or other accessory structure.

4) New ADUs must maintain a 5-foot separation from building face to building face, and a 4 foot separation from eave to eave of any adjacent structure.

5) No accessory dwelling unit may be located in a way that would prohibit access to a designated parking area or impede safe ingress and egress from a required side, rear, or front setback.

6) No setback shall be required when an ADU is constructed in the same location and to the same dimensions as an existing legal Structure that is converted into an ADU or to a portion of an accessory dwelling unit, even when that Structure has been demolished.

7) When a balcony, porch or patio is provided in conjunction with the ADU and is 7 inches above grade level, the balcony, porch or patio must be setback from the rear and side property lines a minimum of 4 feet.

8) When a staircase or landing is provided for a new or existing second story ADU, whether attached or detached to the primary dwelling unit, that staircase or landing must provide a minimum 4 foot setback to the rear and side property line.

I. OWNER OCCUPIED AND RESTRICTIVE COVENANT

Special Note: Pursuant to state law, the City shall not impose an owner-occupancy and restrictive covenant requirements noted in this section, inclusive of the following items 1) through 3) until January 1, 2025, unless said prohibition is subsequently extended by state law. If state law is amended to allow owner-occupancy restrictions before January, 1, 2025, then this Owner Occupied and Restrictive Covenant Section shall spring back into effect without further action of the City Council.

1) Either the primary dwelling unit or the accessory dwelling unit on a lot shall be occupied by the owner of the lot. The property owner shall enter into a restrictive covenant with the City that applies to the owner and all successors in interest, in a form acceptable to the City Attorney that will be recorded on the subject property.

   One year from the date of approval of a final building permit for an accessory dwelling unit, and every year thereafter, the applicant or subsequent property owner of the lot shall submit and certify, on forms provided by the City, that the property owner of record of the property continues to live on and occupy the property as his/her principal place of residence. It shall be a violation of this Code if the property owner or subsequent property owner fails to comply with this section.

   The restrictive covenant shall: (i) specify that the property owner must reside in either the primary dwelling unit or the accessory dwelling unit; (ii) expressly prohibit the rental of both units at the same time; (iii) whichever unit being rented may be rented only for terms longer than thirty (30) consecutive calendar days; (iv) the accessory dwelling unit may not be sold or conveyed separately from the primary dwelling unit; (v) the property owner and all successors in interest shall maintain the accessory dwelling unit and the property in accordance with all applicable Code requirements and standards; and (vi) the property owner of a unit in the R-1-H (Single-Family Horse keeping) zone shall provide written notification to a tenant(s) of the allowance of equestrian activities in the zone, which may include the keeping

of horses, and may result in unpleasant or objectionable odors, dust, noise, etc.

2) When an ADU is constructed in a multiple family residential zone, the property must still be owner occupied and that ADU must comply with the development standards identified through this ordinance.

3) A waiver from the owner occupancy requirement may be granted by the Community Development Director for a period up to two years if the property owner is able to establish a bona fide hardship to the restriction as follows: the property owner is hospitalized, or requires daily living assistance that prevents the owner from physically living on the property; the property owner is on active military duty and is deployed to a location that prevents the owner from occupying the property; the property owner is deceased and the property is being held pending dispensation of the estate. The waiver shall be submitted on a form approved by the Director. The property owner shall provide evidence of the hardship to the satisfaction of the Director. The Director's decision on a waiver is final.

J. DESIGN AND DEVELOPMENT STANDARDS

1) The exterior design of the ADU shall match that of the main dwelling in terms of building forms, materials, colors, exterior finishes, roof forms and style of doors and windows. The structure(s) shall retain the appearance of a single-family dwelling, and the accessory dwelling unit shall be integrated into the design of the existing primary dwelling unit on the property or as determined by the Community Development Director or his/her designee.

2) The design of an attached ADU shall be compatible with the architectural design of the primary dwelling unit in order to ensure long term compatibility regardless of whether the use of the ADU is continued or terminated. If a separate entrance is provided, it shall be located on the side or rear of the structure and whenever possible located toward interior yard areas. The additional entrance is prohibited from being located on the front of the primary dwelling unit. The second entrance shall be well lit and free of concealment from landscaping to assure safe entrance and exit by the occupants.

3) All ADU façade elevations visible from any public right of way must provide entries, windows, or other architectural features compatible with the existing primary dwelling unit.

4) When a garage is converted into an ADU, the garage door must be removed and replaced with windows, door, or other design treatments that are consistent with the overall architectural design of the structure and the primary dwelling unit.

5) The design and construction of each ADU shall conform to all applicable provisions of Title 9 Chapter 1 (Building) of this Code. The accessory dwelling unit shall comply with all provisions of the Code pertaining to the adequacy of water, sewer, electrical, drainage, and fire and emergency services to the property on which the accessory dwelling unit will be located as well as all applicable codes pertaining to building, fire, health, and/or safety.

6) The main entrance of a detached ADU must face the same direction as the main entrance for the primary dwelling unit or face the side property lines, whichever is more compatible to the neighborhood character as determined by the City Planner. An ADU entrance proposed to face an alley or rear property line is subject to review and approval by the City Planner.

K. UTILITY CONNECTION AND CITY FEES

1) The primary and accessory dwelling units may be connected to a common gravity-fed sewage disposal approved by the City.

2) An ADU under 750 square feet shall not be charged development impact fees. An ADU greater than 750 square feet may be charged development impact fees. These development impact fees shall be proportional to the square footage of the main dwelling and calculated using the ADU square footage.

3) An ADU not built within the existing space of a single family house or accessory structure may be required to obtain a new or separate utility connection as determined by Burbank Water and Power process and may be subject to a connection fee or capacity charge based on its square footage or number the number of its drainage fixtures unit values.

L. ADDRESS ASSIGNMENT AND VERIFICATION OF EASEMENTS AND DEDICATIONS

The Public Works department will determine address assignments to new ADUs and Junior ADUs and verify any public easements and land dedications required by the Burbank Municipal Code.

M. MOUNTAIN FIRE ZONE AND FIRE SPRINKLERS

No ADU or Junior ADU shall be permitted on R-1 or R-1-H zoned properties located within the City's designed Mountain Fire Zones as noted in the City's General Plan Safety Element, unless all of the following requirements are met:

1) No more than one ADU no greater than 800 square feet or one Junior ADU no greater than 500 square feet is allowed on R-1 and R-1-H zoned properties located in the City's Mountain Fire Zones.

2) All new ADUs proposed within the City's Mountain Fire Zones shall comply with any applicable brush clearance requirements. Unless otherwise required by applicable City building and fire codes, in any residential zone where new ADUs are allowed, if fire sprinklers are required for the primary dwelling unit then they are also required for new ADUs.

N. STANDARDS IN THE R-1-H SINGLE FAMILY RESIDENTIAL HORSE KEEPING (R-1-H) ZONE

Consistent with the purpose of the R-1-H zone and in order to ensure that ADUs do not adversely impact public safety and equine/horse keeping uses located in the R-1-H zone, all of the provisions of this section shall apply to ADUs in the R-1-H Zone unless otherwise stated in the following:

1) No more than one ADU or one Junior ADU is allowed on R-1-H zoned properties. No new construction of ADUs shall be permitted in the R-1-H zone except for the following:

   a) The conversion of an existing permitted garage shall be permitted.

   b) The conversion of an existing permitted guest dwelling unit shall be permitted.

   c) The conversion of existing square footage within the main dwelling unit is permitted.

   d) Additions to or conversions of existing square footage within the main dwelling unit is permitted in the area outside of the rear 35 feet of the lot, which is the area reserved for horse keeping uses (e.g. barns, corrals, stables, and tack rooms).

2) The conversion of any existing accessory structure (storage, shed, pool house, recreation room), and barn, stable, corral, tack room, etc.) into an ADU shall not be permitted.

3) Unless otherwise required to comply with the City's building and fire codes, any doors, windows, and other openings in any accessory dwelling unit shall comply with the requirements of Section 10-1-605(B).

O. ADDITIONAL STANDARDS IN MULTIFAMILY ZONES

All of the provisions of this section shall apply to ADUs in the Multifamily Zones unless otherwise stated in the following:

1) No more than two (2) ADUs can be constructed on a multifamily zoned lot or on a lot with a multiple family dwelling. These ADUs must be detached from the primary structure; these ADUs may be attached or detached from each other.

2) ADUs may be created within a multifamily dwelling structure in areas not used as livable space, such as storage rooms, boiler rooms, passageways, attics, basements, common areas or garages, so long as the converted space complies with state building standards for dwellings. The number of ADUs so created shall be up to 25% of the existing multifamily dwelling units in the multifamily dwelling structure, but at least one ADU is permitted.

P. JUNIOR ACCESSORY DWELLING UNIT STANDARDS

All of the provisions of this section shall apply to a Junior ADU unless otherwise stated in the following:

1) A Junior ADU is limited to 500 square feet.

2) One Junior ADU is allowed per residentially zoned lot that includes an existing or proposed single-family dwelling unit structure.

3) A deed restriction must be recorded and will run with the land prohibiting the sale of the Junior ADU separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

4) The deed restriction must include the size and attributes of the Junior ADU that conforms to this section.

5) The Junior ADU must be constructed within the existing walls of the single-family residence.

6) The Junior ADU must include a separate entrance from the main entrance to the single-family residence.

7) The Junior ADU must include an efficiency kitchen, which shall include all of the following:

   a) A cooking facility with appliances.

   b) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

8) Additional parking may not be required as a condition to grant a permit for a Junior ADU.

9) An inspection, including the imposition of a fee for that inspection to determine whether the Junior ADU is in compliance with applicable building standards may be required at any time after the Junior ADU has been built.

10) For the purposes of any fire or life protection ordinance or regulation, a Junior ADU shall not be considered a separate or new dwelling unit. This section shall not preclude the city from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a Junior ADU so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a Junior ADU or not.

11) For the purposes of providing service for water, sewer, or power, including a connection fee, a Junior ADU shall not be considered a separate or new dwelling unit.

12) A Junior ADU requires owner-occupancy as follows: The owner shall reside in either the remaining portion of the single-family residence or the newly created Junior ADU. This provision does not apply if the owner is a governmental entity, land trust or housing organization. The property owner shall enter into a restrictive covenant memorializing this restriction with the City that applies to the owner and all successors in interest, in a form acceptable to the City Attorney that will be recorded on the subject property

Q. SHORT TERM RENTALS

Unless otherwise provided for in the Burbank Municipal Code, ADUs and Junior ADUs, which are rented, shall be rented for terms longer than 30 days.

R. CONVEYANCE

Any ADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

10-1-620.4: EXISTING SECOND DWELLING UNITS:

All accessory dwelling units (formerly "second dwelling units") constructed prior to January 1, 2017, shall comply with all applicable requirements of Article 18 of this chapter, commencing with Section 10-1-1801. [Added by Ord. no. 18-3,901, eff. 4/13/18].

10-1-620.5: EXISTING CONDITIONAL USE PERMITS:

A. The provisions of Article 18 of this chapter (Nonconforming Land Uses and Structures) notwithstanding, this division shall not render invalid or nonconforming any second dwelling unit for which a Conditional Use Permit was granted prior to the effective date of Ordinance No. 3622.

B. All existing Conditional Use Permits and existing permits for accessory dwelling units (formerly "second dwelling units") shall remain subject to conditions imposed thereon at the time such permits were granted, except that any condition that limits the occupants of a permitted accessory dwelling unit to certain named persons, or certain classes of persons, or which requires the permittees to identify the residents of the accessory dwelling unit to the City by name, or to obtain a new permit for the purpose of authorizing a new resident, shall no longer be applicable. [Added by Ord. no. 18-3,901, eff. 4/13/18].

10-1-620.6: PENALTIES AND ENFORCEMENT PRACTICES:

A. A violation of willfully providing a false statement or failing to provide a statement pursuant to Section 10-1-620.3 of this division shall be a misdemeanor.

B. A violation of any provision of this section shall be a misdemeanor resulting in a penalty of at least One Hundred Dollars ($100) per day for a first violation; and a minimum penalty of Five Hundred Dollars ($500) per day for a second violation; a minimum fine of One Thousand Dollars ($1,000) per day for any further violation. This section does not preclude probation or any other terms or conditions of such. [Added by Ord. no. 18-3,901, eff. 4/13/18].

10-1-620.7: DETERMINATION ON ACCESSORY DWELLING UNIT AND JUNIOR ACCESSORY DWELLING UNIT APPLICATION

A. SUBMISSION OF APPLICATION.

Any person desiring to construct or establish an ADU and/or Junior ADU must submit the following materials to the Community Development Department's Planning Division:

1) A completed ADU and/or Junior ADU Permit application on forms as established and provided by the City Planner.
2) Site plans, floor plans, elevations, pictures and such other materials as may be deemed necessary by the City Planner to make a determination on the application.
3) A copy of the Property Deed establishing the identity of the owner of record of the property.
4) The Accessory Dwelling Unit and/or Junior ADU Permit application fee in accordance with the City of Burbank Adopted Citywide Fee Schedule in effect at the time of application submittal. An application shall not be deemed to be filed until such time as all necessary information has been provided to the Director.

5. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

6. Based on the findings contained herein, the staff report, other written evidence and testimony concerning this Urgency Ordinance, the Council declares this Urgency Ordinance is necessary as an emergency measure to preserve the public peace, health, safety and welfare. As such, this ordinance shall be introduced and passed at one and the same meeting, and shall become effective immediately upon a 4/5ths vote of the Council.

7. All new Accessory Dwelling Unit and Junior Accessory Dwelling Unit applications submitted on or after January 1, 2020 shall comply with and be issued under the provisions of this Ordinance. In the event there is a conflict between Title 10 of the Burbank Municipal Code and these Development Standards noted in this Ordinance, the provisions of the Development Standards in this Ordinance shall control. Further, if there is any conflict between the development standards pertaining to ADUs and Junior ADUs in the IDCO No. 19-3,928 adopted on December 17, 2019, and in this Urgency Ordinance, this Urgency Ordinance shall control.

8. This ordinance shall be published in a newspaper of general circulation within fourteen (14) days following adoption.

PASSED AND ADOPTED this 11th day of February, 2020.

Sharon Springer
Mayor

Attest:

Zizette Mullins, MMC, City Clerk

Approved as to Form:
Office of the City Attorney

By: _____
Amy Albano, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Zizette Mullins, MMC, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 20-3,931 was duly and regularly passed and adopted by a four-fifths (4/5) vote of the Council of the City of Burbank at its regular meeting held on the 11th day of February, 2020, by the following vote:

AYES: Frutos, Gabel-Luddy, Murphy and Talamantes.

NOES: Springer.

ABSENT: None.

I further certify that said Ordinance was published as required by law in a newspaper of general circulation in the City of Burbank, California on the 22nd day of February, 2020.

Zizette Mullins, MMC, City Clerk

STAFF REPORT

PUBLIC WORKS

DATE: July 28, 2026

TO: Justin Hess, City Manager

FROM: Damian Skinner, Public Works Director
VIA: Lifan Xu, Chief Assistant Public Works Director-City Engineer
BY: David Null, Senior Civil Engineer

SUBJECT: Adoption of a Resolution Approving a Cooperative Agreement with Wyatt Trapp, Inc. for the Robert E. Gross Park Seismic Retrofit and Renovation

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH WYATT TRAPP, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE ROBERT E. GROSS PARK SEISMIC RETROFIT AND RENOVATION PROJECT (Attachment 1).

BACKGROUND

On December 10, 2024, the City Council adopted a Mandatory Soft-Story Seismic Retrofit Ordinance No. 3512 / 24-4021 to demonstrate the City's commitment to public safety and community resilience in the face of seismic risk. The ordinance requires owners of wood-framed buildings that have two or more stories, were constructed under codes before January 1, 1978, and have weaker open first floor such as garages or tuck-under parking, to evaluate their structures and complete strengthening work if needed. The City continues to operate an ongoing Seismic Retrofit program to identify buildings that meet the criteria for mandatory retrofit.

The Robert E. Gross Park Exercise Building, originally constructed in 1969 and donated to the City in 1993, is scheduled for improvements as part of the City's Capital Improvement Program. The Gross Park Facility Improvements Project (Project) will include seismic retrofit design and construction, along with Americans with Disabilities Act (ADA) upgrades.

DISCUSSION

The Project includes the following improvements:

- Seismic retrofit of the Robert E. Gross Exercise Building
- Restroom upgrades and exterior upgrades for ADA compliance
- Restroom upgrades for modern improvements
- Improvement of interior finishes
- Exterior improvements, including new windows, doors, gutters, and downspouts.

The design and technical specifications for the Project have been completed, and a building permit has been obtained. Staff recommends that construction services be procured through a Cooperative Agreement alternate delivery method (Co-op), which allows the City to utilize another public agency's competitive bid process that includes bidding language on behalf of the members of the nationwide Co-op. 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. The procurement and/or construction agreements are awarded to those companies providing the best value. Utilizing a Co-op eliminates much of the bid processing time and is a preferable method for furnishing management, labor, materials, equipment, and incidental design support. Specifically for this Project, staff can select the design and items that best suit the City's needs while still receiving the benefit of nationwide pricing.

Staff recommends executing the Co-op via Sourcewell's Indefinite Delivery Indefinite Quantity (IDIQ) construction contracts. Under Burbank Municipal Code (BMC) § 2-2-116, subdivisions (I) and (J), Council shall 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.

Wyatt Trapp Inc. (Wyatt Trapp), a local Los Angeles company, is the selected vendor. Wyatt Trapp has met all the requirements and expectations of the City and is utilizing a Sourcewell contract for the Co-op (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, providing information management systems, providing training for contractors, administering fee collection, and assisting with proposal or work order development.

Council's approval of the plans and specifications provides 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 by BMC § 2-2-104.

If approved by Council, the Project is scheduled to begin construction in September 2026 and be completed by May 2027. During construction, the multi-purpose building will remain available for community use during the summer months. All programming will be temporarily relocated to other park facilities during construction.

For safety and staging needs, public access will be restricted from a portion of the parking lot which will be cordoned off for construction equipment. Access will also be limited in the area surrounding the Gross Park Exercise Building.

ENVIRONMENTAL REVIEW

Staff recommends Council find the Project Categorically Exempt from environmental review under California Code of Regulations, Title 14, Section 15301. Section 15301 exempts activities involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, including existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services. This Project updates certain existing community room and restroom facilities to current building codes and standards within its original footprint, and as such, will involve negligible or no expansion of capacity.

FISCAL IMPACT

Funding for the Project was approved as part of the FY 2026-27 Adopted Budget. The construction contract price is $957,662.98 (Attachment 3), and the Project budget with the standard 10% contingency is $1,053,429.28.

CONCLUSION

Staff recommends that Council adopt the proposed resolution to approve the cooperative agreement with Wyatt Trapp to renovate and improve the Robert E. Gross Park Exercise Building.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Wyatt Trapp, Inc. Sourcewell Contract Amendment
Attachment 3 – Sourcewell Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A COOPERATIVE AGREEMENT WITH WYATT TRAPP, INC. AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO APPROVE ANY CHANGES TO FINAL PLANS AND SPECIFICATIONS FOR THE ROBERT E. GROSS PARK SEISMIC RETROFIT AND RENOVATION 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 the 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 member 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 Robert E. Gross Park Seismic Retrofit and Renovation Project to save time and money.

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 Robert E. Gross Park Seismic Retrofit and Renovation Project ("Project") using the cooperative agreement method of project delivery. 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 Section 15301 of the State CEQA Guidelines, pertaining to activities involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, including existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services, because the Project updates certain existing community room and restroom facilities to current building codes and standards within its original footprint, and as such, will involve negligible or no expansion of capacity.

4. The current total construction budget of the Project is estimated to be $1,053,429.28 (including the 10% contingency in the amount of $95,766.30), 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 Wyatt Trapp, 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 _____, 20_____.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Catherine Kim
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 Resolution was duly and regularly passed and adopted by a vote of the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

JOB ORDER CONTRACT

SOURCEWELL

AMENDMENT TO CONTRACT NO. CA-R8-GB-101723-WYT

The City of Burbank ("City"), as a participating entity of Sourcewell, and Wyatt Trapp, Inc. ("Contractor"), desire to use an existing contract between Sourcewell and Contractor dated executed December 6, 2023, which provides indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property ("Agreement" or "Contract No. CA-R8-GB-101723-WYT".) The documents that comprise Contract No. CA-R8-GB-101723-WYT, between Sourcewell and Contractor, are hereby adopted and incorporated into this agreement, except as amended and supplemented below. This attachment sets forth the terms and conditions of the **Robert E. Gross Park Seismic Retrofit and Renovation Project, Work Order No. 141796.00** 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**: Section I, Item H is amended and restated by the following:

   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.** Section III, Item A, Subsection 1 is amended and restated as follows:

   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 A, Page 4: COMPLIANCE.** Section III, Item A, Subsection 2 is amended and restated as follows:

   2. *Licenses*. The Contractor agrees to provide the Contractor State License Board (CSLB) License Number and Department of Industrial Relations (DIR) Registration Number for Contractor, any of its subsidiaries and any subcontractor working on behalf of Contractor. Such license(s) and registration(s) shall be in good standing for the life of this Agreement.

      No contractor or subcontractor may be listed in this contract or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

4. **General Terms and Conditions, Section III, Item B, Page 4: PUBLIC FACILITIES, IDENTIFICATION, AND SECURITY REQUIREMENTS.** The following paragraphs shall be added as follows:

   The City reserves the right to require all persons, including any of its subsidiaries and any subcontractor working on behalf of Contractor, with physical access to the project site, including parking lots and parking garages, to undergo a background and fingerprint-based criminal offender record information search pursuant to the California Code of Regulations, Title 11, Division 1, Chapter 7, Article 1, Subsections 703(d) and 707(b).

   If required, Contractor will have ten (10) calendar days, from date of the commencement of this Agreement, to have those individuals coming on-site to submit to LiveScan through the City of Burbank Management Services Department. The current cost is $52.00 payable in cash by the Contractor. No individual will be allowed to perform work unless a successful LiveScan report is on-file with the Burbank Police Department. If three (3) or more individuals have an unacceptable LiveScan report, the City reserves the right to terminate the contract.

5. **General Terms and Conditions, Section III, Item M, Page 9: SUBCONTRACTORS.** The following paragraph shall be added as a new subsection 4 as follows:

   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.

6. **General Terms and Conditions, Section III, Item R, Page 11-12: PROTECTION OF PERSONS AND PROPERTY.** The following paragraph shall be added as a new subsection 4-5 to include CAL/OSHA requirements as follows:

   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.

7. **General Terms and Conditions, Section IV, Item L, Page 21: BONDS: PAYMENT AND PERFORMANCE OR MATERIAL AND WORKMANSHIP**: Section IV, Item L is amended and restated as follows:

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, 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.

8. **General Terms and Conditions, Section IV, Item M, Page 21: TERMINATION OF ORDERS**: Section IV, Item M is amended and restated as follows:

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.

9. **General Terms and Conditions, Section V, Item A, Page 21-22: PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS.** Section V, Item A is amended and restated as follows:

A. CONTRACTOR'S LABOR AND WAGE RATES (PER BMC 2-2-120 AND CALIFORNIA LABOR CODE SECTION 1782).

1. 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.

2. 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.

3. 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.

4. The Contractor shall pay to workers needed to execute the Agreement the per diem wages as defined in Labor Code Section 1773.9.

5. 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.

6. 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.

10. **General Terms and Conditions, Section V, Item D and E, Page 23: PARTIAL PAYMENTS and FINAL PAYMENTS**: Section V, Items D-E shall be amended and restated as follows:

D. 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.

E. 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.

11. **General Terms and Conditions, Section V, Item F, PAYROLL RECORDS.** The following paragraph is added as a new Section V, Item F as follows:

F. 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.

12. **General Terms and Conditions, Section VII, Item C, Page 25: TAXES**: Section VII, Item C shall be amended and restated as follows:

C. 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.

13. **General Terms and Conditions, Section VIII, New Item I, Page 26: EXECUTION COUNTERPARTS**: The following paragraph is added as a new Section VIII, Item I as follows:

I. 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.

14. **General Terms and Conditions; Section XIII, Page 27: GOVERNING LAW, JURISDICTION, AND VENUE**: Section XIII shall be amended and restated as follows:

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.

15. **General Terms and Conditions; Section XVI, Item C, Pages 27-28: LIQUIDATED DAMAGES**: Section XVI shall be amended and restated as follows:

C. LIQUIDATED DAMAGES.

1. 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.

2. 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.

16. **General Terms and Conditions, Section XVII, Page 28-31: INSURANCE**: Section XVII shall be amended and restated as follows:

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.

E. **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.

AUTHORITY TO EXECUTE. The Party signing this on behalf of the Contractor represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations.

Wyatt Trapp, Inc.	City of Burbank
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Approved as to Form
Office of the City Attorney

Signature

Print

Title

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: _____

SIGNED: _____

PRINT NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____)_____

FAX TELEPHONE NUMBER: (_____)_____

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.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we, **Wyatt Trapp, Inc.** as Principal, and _____ as Surety, are held and firmly bound to the City of Burbank in the sum of **Nine Hundred Fifty-Seven Thousand, Six Hundred Sixty-Two and 98/100 Dollars ($957,662.98),** 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 **Robert Gross E. Park Seismic Retrofit and Modernization Project, Work Order No. 141796.00,** 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 _____ day of _____, 20___.

_____	_____
Surety	Principal
By_____	By_____
_____	_____
Print Name	Print Name/Title

_____
Address

_____

(_____)_____
Telephone Number

(_____)_____
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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, **Wyatt Trapp, Inc.** as Principal, and _____ as Surety, are held and firmly bound unto City of Burbank hereinafter called "OWNER," in the sum of **Nine Hundred Fifty-Seven Thousand, Six Hundred Sixty-Two and 98/100 Dollars ($957,662.98),** 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 **Robert E. Gross Park Seismic Retrofit and Modernization Project, Work Order No. 141796.00 ,** 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 _____ day of _____, 20_____.

_____ _____

Surety Principal

By:_____ By: _____

_____ _____

Print Name Print Name/Title

_____

Address

_____

(_____)_____

Telephone Number

(_____)_____

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.

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-WYT

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 141796.00 Work Order Date: 05/29/2026

Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Owner Name:	City of Burbank	Contractor Name:	Wyatt Trapp Inc.
Contact:	David Null	Contact:	Wyatt Trapp
Phone:	(818) 238-3946	Phone:	(818) 439-3215

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-WYT.

Brief Work Order Description:

Burbank Rober Gross Park

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: [X] Will not apply: [ ]

Work Order Firm Fixed Price: $957,662.98

Owner Purchase Order Number:

Approvals

City of Burbank Date

Wyatt Trapp Inc. Date

Detailed Scope of Work

To: Wyatt Trapp
Wyatt Trapp Inc.
1326 N Brighton St.
Burbank, Ca 91506
(818) 439-3215

From: David Null
City of Burbank
150 N. Third Street
Burbank, CA 91502
(818) 238-3946

Date Printed: May 29, 2026

Work Order Number: 141796.00

Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Brief Scope: Burbank Rober Gross Park

☐ **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.

Per plans label "Plam Check #3 - Bid Set 05/2026
See attached DSOW provided by W Trapp Const.

Subject to the terms and conditions of ezIQC Contract **CA-R8-GB-101723-WYT**.

Wyatt Trapp Inc. _____ Date _____

City of Burbank _____ Date _____

Contractor's Price Proposal - Summary

Date: May 29, 2026

Re:

IQC Master Contract #:	CA-R8-GB-101723-WYT
Work Order #:	141796.00
Owner PO #:	
Title:	Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)
Contractor:	Wyatt Trapp Inc.
Proposal Value:	$957,662.98

Accordion Partition	**$39,599.01**
Bathrooms	**$174,875.11**
Ceiling	**$25,184.50**
Concrete	**$76,077.77**
Doors	**$34,708.57**
Electrical	**$88,331.24**
Environmental (Allowance)	**$15,000.00**
Existing Conditions	**$3,348.51**
Exterior Improvements	**$6,569.67**
Fascia (Allowance)	**$12,030.48**
General	**$147,884.00**
Gutters	**$15,350.43**
Hi-Lo Water Fountain	**$9,601.68**
HVAC	**$20,880.19**
Irrigation (Allowance)	**$4,802.27**
Multipurpose Room Floor	**$34,309.44**
Paint	**$76,544.98**
Pedestrian Gate	**$13,150.19**
Plumbing	**$78,777.04**
Sod	**$16,263.36**
Structural	**$23,212.55**
Windows	**$41,161.99**
Proposal Total	**$957,662.98**

Thisl 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: May 29, 2026

Re:
IQC Master Contract #: CA-R8-GB-101723-WYT
Work Order #: 141796.00
Owner PO #:
Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)
Contractor: Wyatt Trapp Inc.
Proposal Value: $957,662.98

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Accordion Partition

1	10 22 33	00 0011		SF	50 STC Rating, Accordion Door/Partition With Standard Vinyl Finish	$39,599.01

	Quantity		Unit Price		Factor		Total
Installation	270.00	x	126.46	x	1.1000	=	37,558.62
Demolition	270.00	x	6.87	x	1.1000	=	2,040.39

Accordion partition install + demo

Subtotal for Accordion Partition **$39,599.01**

Bathrooms

2	01 74 19	00 0017		EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.	$1,638.52

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	744.78	x	1.1000	=	1,638.52

bathroom concrete slab demo

3	02 41 13	13 0044		SF	>6" To 9" By Hand, Break-up And Remove Concrete Paving	$4,523.20

	Quantity		Unit Price		Factor		Total
Installation	400.00	x	10.28	x	1.1000	=	4,523.20

demo of concrete slab in bathrooms

4	02 41 19	13 0064		LF	Rod Reinforced Concrete Slab Up To 4" Depth, Saw Cut	$894.96

	Quantity		Unit Price		Factor		Total
Installation	120.00	x	6.78	x	1.1000	=	894.96

Saw cutting bathroom concrete slab

5	02 41 19	13 0064	0030		For Each Additional Pass (Depth To 3"), Add	$347.16

	Quantity		Unit Price		Factor		Total
Installation	120.00	x	2.63	x	1.1000	=	347.16

6	02 41 19	16 0019		SF	Demolish 6" Thick Non-Reinforced Concrete Block Interior Partition/Wall	$1,463.00

	Quantity		Unit Price		Factor		Total
Installation	200.00	x	6.65	x	1.1000	=	1,463.00

Existing wall demo

7	03 01 30	71 0004		SF	1/2" Interior Floor Self-leveling, Colored Cementitious Topping	$3,176.80

	Quantity		Unit Price		Factor		Total
Installation	400.00	x	7.22	x	1.1000	=	3,176.80

CLOSEST LI — GP-A600 CONC-1: ARDEX K301.

8	03 31 13	00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slab Assembly	$4,804.80

	Quantity		Unit Price		Factor		Total
Installation	400.00	x	10.92	x	1.1000	=	4,804.80

New concrete slab in restroom

9	03 31 13	00 0005	0149	MOD	For 4,000 PSI Concrete, Add	$162.80

	Quantity		Unit Price		Factor		Total
Installation	400.00	x	0.37	x	1.1000	=	162.80

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Bathrooms

10	03 31 13 00 0005	0154		For Up To 500, Add										$1,848.00
			Installation		Quantity 400.00	x	Unit Price 4.20	x	Factor 1.1000	=	Total 1,848.00			
11	03 35 13 00 0006		SF	Steel Trowel, Concrete Floor Finish										$840.40
			Installation		Quantity 400.00	x	Unit Price 1.91	x	Factor 1.1000	=	Total 840.40			
			new slab finish											
12	03 35 13 00 0006	0052		For >250 To 500, Add										$211.20
			Installation		Quantity 400.00	x	Unit Price 0.48	x	Factor 1.1000	=	Total 211.20			
13	03 35 43 00 0004		SF	Mechanically Grind Concrete Floor With 100 Grit Resin Bonded Diamond Wheels										$616.00
			Installation		Quantity 400.00	x	Unit Price 1.40	x	Factor 1.1000	=	Total 616.00			
			GP-A600 Finish Legend CONC-1: Level 2 polish max											
14	03 35 43 00 0004	0136	MOD	For Up To 500, Add										$1,152.80
			Installation		Quantity 400.00	x	Unit Price 2.62	x	Factor 1.1000	=	Total 1,152.80			
15	03 35 43 00 0006		SF	Mechanically Grind Concrete Floor With 200 Grit Resin Bonded Diamond Wheels										$532.40
			Installation		Quantity 400.00	x	Unit Price 1.21	x	Factor 1.1000	=	Total 532.40			
			GP-A600 Finish Legend CONC-1: Level 2 polish max											
16	03 35 43 00 0006	0136	MOD	For Up To 500, Add										$990.00
			Installation		Quantity 400.00	x	Unit Price 2.25	x	Factor 1.1000	=	Total 990.00			
17	03 35 43 00 0007		SF	Mechanically Grind Concrete Floor With 400 Grit Resin Bonded Diamond Wheels										$532.40
			Installation		Quantity 400.00	x	Unit Price 1.21	x	Factor 1.1000	=	Total 532.40			
			GP-A600 Finish Legend CONC-1: Level 2 polish max											
18	03 35 43 00 0007	0136	MOD	For Up To 500, Add										$990.00
			Installation		Quantity 400.00	x	Unit Price 2.25	x	Factor 1.1000	=	Total 990.00			
19	03 35 43 00 0010		SF	High Speed Burnish Concrete Floor With Diamond Pads										$132.00
			Installation		Quantity 400.00	x	Unit Price 0.30	x	Factor 1.1000	=	Total 132.00			
			GP-A600 Finish Legend CONC-1: polished concrete											
20	03 35 43 00 0010	0136	MOD	For Up To 500, Add										$215.60
			Installation		Quantity 400.00	x	Unit Price 0.49	x	Factor 1.1000	=	Total 215.60			
21	03 35 43 00 0012		SF	Apply 2 Coats Of Concrete Densifier With Stain Protector For Concrete Floor Polishing										$470.80
			Installation		Quantity 400.00	x	Unit Price 1.07	x	Factor 1.1000	=	Total 470.80			
			CLOSEST LI — GP-A600 CONC-1: seal with ARDEX CG or equal											
22	03 35 43 00 0012	0136	MOD	For Up To 500, Add										$391.60
			Installation		Quantity 400.00	x	Unit Price 0.89	x	Factor 1.1000	=	Total 391.60			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Bathrooms

23	03 35 43 00 0013		SF	Concrete Floor Polishing Final Cleanup										$70.40
			Installation		Quantity 400.00	x	Unit Price 0.16	x	Factor 1.1000	=	Total 70.40			
			Final cleanup for CONC-1 polish scope.											
24	03 35 43 00 0013	0136	MOD	For Up To 500, Add										$136.40
			Installation		Quantity 400.00	x	Unit Price 0.31	x	Factor 1.1000	=	Total 136.40			
25	05 41 00 00 0010		SF	4" Width, 16" On Center, 16 Gauge, Load Bearing, Structural Metal Stud Framing With Tracks And Runners										$1,801.80
			Installation		Quantity 200.00	x	Unit Price 8.19	x	Factor 1.1000	=	Total 1,801.80			
			new wall bracing											
26	05 41 00 00 0010	0207		For Walls >10' High, Add										$360.80
			Installation		Quantity 200.00	x	Unit Price 1.64	x	Factor 1.1000	=	Total 360.80			
27	05 41 00 00 0011		SF	6" Width, 16" On Center, 16 Gauge, Load Bearing, Structural Metal Stud Framing With Tracks And Runners										$2,439.36
			Installation		Quantity 200.00	x	Unit Price 10.62	x	Factor 1.1000	=	Total 2,336.40			
			Demolition		80.00	x	1.17	x	1.1000	=	102.96			
			New bathroom wall framing											
28	05 41 00 00 0011	0207		For Walls >10' High, Add										$466.40
			Installation		Quantity 200.00	x	Unit Price 2.12	x	Factor 1.1000	=	Total 466.40			
29	05 41 00 00 0011	0209		For Up To 200, Add										$585.20
			Installation		Quantity 200.00	x	Unit Price 2.66	x	Factor 1.1000	=	Total 585.20			
30	06 11 16 00 0159		LF	2" x 4" Wood Blocking To Wood										$213.66
			Installation		Quantity 32.00	x	Unit Price 6.07	x	Factor 1.1000	=	Total 213.66			
			Backing/framing for access panels (access doors P-100 Note 6)											
31	07 19 13 00 0001		SF	Spray On Concrete, Acrylic Sealer										$1,298.00
			Installation		Quantity 400.00	x	Unit Price 2.95	x	Factor 1.1000	=	Total 1,298.00			
			new slab finish											
32	07 21 16 00 0012		SF	3-1/2" Thick, Unfaced, R-13 Fiberglass Flexible Insulation										$3,196.60
			Installation		Quantity 1,500.00	x	Unit Price 1.60	x	Factor 1.1000	=	Total 2,640.00			
			Demolition		1,100.00	x	0.46	x	1.1000	=	556.60			
			insulation for bathroom walls											
33	08 31 13 00 0045		EA	12" x 12" Recessed Steel Access Door With Cam Latch										$739.16
			Installation		Quantity 4.00	x	Unit Price 167.99	x	Factor 1.1000	=	Total 739.16			
			P-100 Note 6: access doors required at concealed valves.											
34	09 28 13 00 0003		SF	1/2" Cementitious Backer Units For Installation On Floors										$8,593.20
			Installation		Quantity 1,500.00	x	Unit Price 4.57	x	Factor 1.1000	=	Total 7,540.50			
			Demolition		1,100.00	x	0.87	x	1.1000	=	1,052.70			
			tile backer											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Bathrooms

35	09	28	13	00 0003	0063	MOD	For Installation On Wall, Add							$1,138.50
								Quantity		Unit Price		Factor		Total
							Installation	1,500.00	x	0.69	x	1.1000	=	1,138.50
36	09	29	10	00 0009		SF	5/8" Type X Fire Rated Gypsum Board							$1,039.28
								Quantity		Unit Price		Factor		Total
							Installation	400.00	x	2.09	x	1.1000	=	919.60
							Demolition	160.00	x	0.68	x	1.1000	=	119.68
							Bathroom new walls							
37	09	30	13	00 0006		SF	Less than 8" x 8" Mounted Ceramic Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.							$6,237.00
								Quantity		Unit Price		Factor		Total
							Installation	0.00	x	13.41	x	1.1000	=	0.00
							Demolition	1,500.00	x	3.78	x	1.1000	=	6,237.00
							Demo of wall tile							
38	09	30	13	00 0007		SF	8" x 8" And Larger Unmounted Ceramic Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles.							$25,426.50
								Quantity		Unit Price		Factor		Total
							Installation	1,500.00	x	15.41	x	1.1000	=	25,426.50
							bathroom wall tile install							
39	09	30	13	00 0007	0074	SF	For High-Modulus, Low-Viscosity, High-Strength Chemical Resistant Epoxy Grout, Add							$3,432.00
								Quantity		Unit Price		Factor		Total
							Installation	1,500.00	x	2.08	x	1.1000	=	3,432.00
40	09	31	13	00 0002		SF	Thin Set - Latex Portland Cement Mortar							$4,719.00
								Quantity		Unit Price		Factor		Total
							Installation	1,500.00	x	1.82	x	1.1000	=	3,003.00
							Demolition	1,500.00	x	1.04	x	1.1000	=	1,716.00
							bathroom tile							
41	09	32	13	00 0004		SF	3/4" Portland Cement Plaster Scratch Coat for WallsIncludes 15 Lb. felt and expanded metal lath.							$32,118.90
								Quantity		Unit Price		Factor		Total
							Installation	1,500.00	x	14.89	x	1.1000	=	24,568.50
							Demolition	1,100.00	x	6.24	x	1.1000	=	7,550.40
42	09	34	00	00 0002		SF	Waterproof And Crack Prevention Membrane, RedGard®							$6,649.50
								Quantity		Unit Price		Factor		Total
							Installation	1,500.00	x	4.03	x	1.1000	=	6,649.50
43	10	21	13	14 0010		EA	60" x 78", Overhead Braced, Stainless Steel, One Compartment Corner Unit, Complete ADA Compliant Toilet Partition							$6,569.67
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	2,722.95	x	1.1000	=	5,990.49
							Demolition	3.00	x	175.51	x	1.1000	=	579.18
44	10	21	13	14 0042		EA	36" x 58" x 1", Stainless Steel, ADA Compliant Toilet Partition Door							$1,515.26
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	649.92	x	1.1000	=	1,429.82
							Demolition	3.00	x	25.89	x	1.1000	=	85.44
45	10	28	13	13 0053		EA	Two Roll, Surface Mounted, Stainless Steel Toilet Tissue Dispenser (Bobrick Classic B-2888)							$657.76
								Quantity		Unit Price		Factor		Total
							Installation	4.00	x	130.08	x	1.1000	=	572.35
							Demolition	3.00	x	25.88	x	1.1000	=	85.40

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Bathrooms

46	10	28	13	13 0098	EA	Surface Mounted, Stainless Steel Sanitary Seat-Cover Dispenser (Bobrick Classic B-221)							$487.34
							Quantity		Unit Price		Factor		Total
						Installation	4.00	x	91.35	x	1.1000	=	401.94
						Demolition	3.00	x	25.88	x	1.1000	=	85.40
						seat cover dispensers							
47	10	28	13	13 0159	EA	36" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x36)							$541.24
							Quantity		Unit Price		Factor		Total
						Installation	4.00	x	111.51	x	1.1000	=	490.64
						Demolition	2.00	x	23.00	x	1.1000	=	50.60
						New grab bars in bathrooms							
48	10	28	13	13 0160	EA	42" Length, 1-1/4" Diameter, Stainless Steel Grab Bar (Bobrick B-5806x42)							$556.20
							Quantity		Unit Price		Factor		Total
						Installation	4.00	x	114.91	x	1.1000	=	505.60
						Demolition	2.00	x	23.00	x	1.1000	=	50.60
						New grab bars in bathrooms							
49	10	28	13	13 0202	EA	Horizontal, Wall-Mounted, Stainless Steel Baby Changing Station (Bobrick Koala Care KB110-SSWM)							$5,064.84
							Quantity		Unit Price		Factor		Total
						Installation	2.00	x	2,267.68	x	1.1000	=	4,988.90
						Demolition	2.00	x	34.52	x	1.1000	=	75.94
						Closest CTC match for Koala Kare KB310 stainless steel surface-mounted ADA baby changing station.							
50	10	28	13	13 0235	EA	Surface Mounted, Automatic Sensor, Cast-Iron Cover Hand Dryer (Bobrick B-7128 230V)							$2,939.11
							Quantity		Unit Price		Factor		Total
						Installation	4.00	x	651.61	x	1.1000	=	2,867.08
						Demolition	2.00	x	32.74	x	1.1000	=	72.03
51	10	28	13	13 0405	EA	Removal And Reinstallation Of Bathroom Accessory							$158.22
							Quantity		Unit Price		Factor		Total
						Installation	4.00	x	35.96	x	1.1000	=	158.22
						removal and reinstallation of existing soap dispensers							
52	22	42	13	13 0044	EA	Wall Hung Water Closet, Stainless Steel With Hinged Seat, Siphon Jet (Acorn 2105-T-1-HS)							$12,249.05
							Quantity		Unit Price		Factor		Total
						Installation	4.00	x	2,596.45	x	1.1000	=	11,424.38
						Demolition	3.00	x	249.90	x	1.1000	=	824.67
53	22	42	13	16 0028	EA	Wall Hung Urinal, Stainless Steel, Blowout Jet (Acorn 2160-T-1)							$6,085.84
							Quantity		Unit Price		Factor		Total
						Installation	2.00	x	2,641.34	x	1.1000	=	5,810.95
						Demolition	1.00	x	249.90	x	1.1000	=	274.89
54	22	42	16	13 0068	EA	18" x 18" Chase Mounted Barrier-Free Lavatory, Stainless Steel (Bradley LAV6101)							$8,627.92
							Quantity		Unit Price		Factor		Total
						Installation	4.00	x	1,766.52	x	1.1000	=	7,772.69
						Demolition	4.00	x	194.37	x	1.1000	=	855.23
						Closest LI for Just JLT-24-S-SLF-ADA stainless ADA lavatory.							
55	22	42	39	00 0034	EA	Single Inlet, Push Handle Metering Faucet, ADA (Chicago Faucet 333-665)							$1,430.75
							Quantity		Unit Price		Factor		Total
						Installation	4.00	x	285.19	x	1.1000	=	1,254.84
						Demolition	4.00	x	39.98	x	1.1000	=	175.91
						Closest LI bathroom faucets per city spec sheet							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Bathrooms

56	22	42	39	00 0218		EA	Lavatory Protective Enclosure (IPS Truebro Lav Shield)						$1,395.81
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	317.23	x	1.1000 =	1,395.81
							trap cover / elbow enclosure						

Subtotal for Bathrooms **$174,875.11**

Ceiling

57	09	51	13	00 0068		SF	2' x 4' x 3/4" Thick, Beveled Tegular Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong Ultima®)						$20,512.80
								Quantity		Unit Price		Factor	Total
							Installation	2,800.00	x	6.20	x	1.1000 =	19,096.00
							Demolition	2,800.00	x	0.46	x	1.1000 =	1,416.80
							ceiling tile demo + install						
58	09	53	23	00 0005		SF	2' x 4' Grid, Hot Dipped Galvanized Steel, 15/16" T Bar Ceiling Suspension System						$2,184.60
								Quantity		Unit Price		Factor	Total
							Installation	600.00	x	2.74	x	1.1000 =	1,808.40
							Demolition	600.00	x	0.57	x	1.1000 =	376.20
							bathroom ceiling grid demo + install						
59	09	53	23	00 0005	0119	MOD	For Individual Room Quantities <495, AddFor use with projects >500 SF. Other quantity discounts would apply.						$165.00
								Quantity		Unit Price		Factor	Total
							Installation	500.00	x	0.30	x	1.1000 =	165.00
60	09	53	23	00 0005	0120	MOD	For Aluminum T-Bar System, Add						$280.50
								Quantity		Unit Price		Factor	Total
							Installation	500.00	x	0.51	x	1.1000 =	280.50
61	09	53	23	00 0005	0123	MOD	For >200 To 500, Add						$121.00
								Quantity		Unit Price		Factor	Total
							Installation	500.00	x	0.22	x	1.1000 =	121.00
62	09	53	23	00 0017		EA	Lateral Support For Suspended Ceiling Channel, Installed 12'-0" On Center MaximumIncludes vertical centerl strut and four 12 gauge diagonal wires.						$1,920.60
								Quantity		Unit Price		Factor	Total
							Installation	50.00	x	34.92	x	1.1000 =	1,920.60
							ceiling seismic clips						

Subtotal for Ceiling **$25,184.50**

Concrete

63	01	56	16	00 0003		SF	4 Mil, Plastic Sheeting, Applied To Walls						$349.80
								Quantity		Unit Price		Factor	Total
							Installation	600.00	x	0.53	x	1.1000 =	349.80
							protect building during concrete install						
64	02	41	13	13 0026		SY	>3" To 6" By Machine, Break-up And Remove Non-Reinforced Concrete Paving						$8,566.80
								Quantity		Unit Price		Factor	Total
							Installation	300.00	x	25.96	x	1.1000 =	8,566.80
							exterior concrete path demo						
65	02	41	13	13 0030		SY	>3" To 6" By Machine, Break-up And Remove Welded Wire Reinforced Concrete Paving						$11,256.30
								Quantity		Unit Price		Factor	Total
							Installation	300.00	x	34.11	x	1.1000 =	11,256.30
							(exterior concrete)						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Concrete

66	02 41 13 13 0043		SF	>3" To 6" By Hand, Break-up And Remove Concrete Paving									$4,763.88
			Installation	Quantity 540.00	x	Unit Price 8.02	x	Factor 1.1000	=	Total 4,763.88			
			20% to be broken by hand										
67	02 41 19 13 0063		LF	Welded Wire Reinforced Concrete Slab Up To 4" Depth, Saw Cut									$1,138.50
			Installation	Quantity 250.00	x	Unit Price 4.14	x	Factor 1.1000	=	Total 1,138.50			
			Saw cut to join existing concrete path (exterior concrete)										
68	02 41 19 13 0063	0030		For Each Additional Pass (Depth To 3"), Add									$434.50
			Installation	Quantity 250.00	x	Unit Price 1.58	x	Factor 1.1000	=	Total 434.50			
69	03 15 16 00 0059		SF	Asphalt Felt Control Joint, 30 Lb. Felt Bond Breaker									$87.78
			Installation	Quantity 60.00	x	Unit Price 1.33	x	Factor 1.1000	=	Total 87.78			
70	03 31 13 00 0003		SF	4" 3,000 PSI Slab On Grade Concrete Slab Assembly									$24,612.50
			Installation	Quantity 2,500.00	x	Unit Price 8.95	x	Factor 1.1000	=	Total 24,612.50			
			(exterior concrete)										
71	03 31 13 00 0003	0149		For 4,000 PSI Concrete, Add									$770.00
			Installation	Quantity 2,500.00	x	Unit Price 0.28	x	Factor 1.1000	=	Total 770.00			
72	03 31 13 00 0003	0157		For >2,000 To 5,000, Add									$1,989.90
			Installation	Quantity 2,700.00	x	Unit Price 0.67	x	Factor 1.1000	=	Total 1,989.90			
73	03 35 13 00 0004		SF	Broom, Concrete Floor Finish									$4,336.20
			Installation	Quantity 2,700.00	x	Unit Price 1.46	x	Factor 1.1000	=	Total 4,336.20			
			exterior slab finish										
74	03 37 16 00 0010		HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses									$5,055.86
			Installation	Quantity 24.00	x	Unit Price 191.51	x	Factor 1.1000	=	Total 5,055.86			
			(exterior concrete)										
75	31 24 13 00 0004		CY	Cut, Shape, and Rough Grading for Roadways, Parking Areas, Landscaping and Embankments by Machine in Soil									$442.20
			Installation	Quantity 50.00	x	Unit Price 8.04	x	Factor 1.1000	=	Total 442.20			
			Excavate for 6" base (exterior concrete)										
76	31 24 13 00 0012		CSF	Scarify Soil For Roadways, Parking Areas, Landscaping And Embankments By Machine									$221.27
			Installation	Quantity 27.00	x	Unit Price 7.45	x	Factor 1.1000	=	Total 221.27			
			Scarify/recompact subgrade (exterior concrete)										
77	31 24 13 00 0012	0035	MOD	For >20 To 50, Add									$55.24
			Installation	Quantity 27.00	x	Unit Price 1.86	x	Factor 1.1000	=	Total 55.24			
78	31 24 13 00 0024		SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift									$270.60
			Installation	Quantity 300.00	x	Unit Price 0.82	x	Factor 1.1000	=	Total 270.60			
			Compact subgrade lift (exterior concrete)										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Concrete

79	31	24	13	00 0026		CY	Load Excess Material For Removal For Roadways, Parking Areas, Landscaping and Embankments by Machine						$355.85
								Quantity		Unit Price		Factor	Total
							Installation	50.00	x	6.47	x	1.1000 =	355.85
							Load spoils for export (exterior concrete)						
80	31	24	13	00 0026	0049	MOD	For >20 To 50, Add						$266.75
								Quantity		Unit Price		Factor	Total
							Installation	50.00	x	4.85	x	1.1000 =	266.75
81	32	11	23	16 0006		SF	6" Crushed Aggregate Base Course For Sidewalks						$6,593.40
								Quantity		Unit Price		Factor	Total
							Installation	2,700.00	x	2.22	x	1.1000 =	6,593.40
							6" base, compacted (exterior concrete)						
82	32	17	26	00 0002		SF	Surface Applied VPC Truncated Dome Detectable Warning SurfaceIncludes adhesive, fasteners and sealant at perimeter. Also raised strips or directional bars. All colors.						$4,510.44
								Quantity		Unit Price		Factor	Total
							Installation	60.00	x	68.34	x	1.1000 =	4,510.44
							truncated dome						

Subtotal for Concrete **$76,077.77**

Doors

83	08	05	13	00 0051		EA	Removal And Reinstallation Of Door						$107.61
								Quantity		Unit Price		Factor	Total
							Installation	1.00	x	97.83	x	1.1000 =	107.61
							E1 swing modification						
84	08	05	13	00 0054		EA	Modify Metal Door Frame For Door SwingIncludes removal of door; install blank hinge plates, new continuous hinge, blank strike plate, new strike plate and reinstallation of door.						$1,465.94
								Quantity		Unit Price		Factor	Total
							Installation	1.00	x	1,332.67	x	1.1000 =	1,465.94
							E1 swing modification						
85	08	12	13	13 0107		EA	3' x 6'-8" Through 7'-2" High, 6-7/8" Through 8-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						$7,424.34
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	1,572.26	x	1.1000 =	6,917.94
							Demolition	4.00	x	115.09	x	1.1000 =	506.40
							N1–N4 multipurpose frames						
86	08	12	13	13 0140		EA	3' x 6'-8" Through 7'-2" High, 8-7/8" Through 13" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						$3,596.30
								Quantity		Unit Price		Factor	Total
							Installation	2.00	x	1,634.68	x	1.1000 =	3,596.30
							N5–N6 restroom door frames						
87	08	13	13	13 0049		EA	3' x 7' x 1-3/4", 18 Gauge, Level 2 Heavy-Duty, Honeycomb Core, Hollow Metal Door						$3,042.51
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	622.43	x	1.1000 =	2,738.69
							Demolition	4.00	x	69.05	x	1.1000 =	303.82
							N1–N4 multipurpose doors						
88	08	13	13	13 0049	0107	MOD	For 2" Thick Door, Add						$169.71
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	38.57	x	1.1000 =	169.71

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Doors

89	08	13	13	13 0049		EA	3' x 7' x 1-3/4", 18 Gauge, Level 2 Heavy-Duty, Honeycomb Core, Hollow Metal Door						$1,521.26
								Quantity		Unit Price		Factor	Total
							Installation	2.00	x	622.43	x	1.1000 =	1,369.35
							Demolition	2.00	x	69.05	x	1.1000 =	151.91
							N5–N6 restroom doors						
90	08	71	11	00 0567		EA	Satin Nickel Finish, Brass Kick Down Door Holder (Ives FS455)						$344.12
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	78.21	x	1.1000 =	344.12
							door holder for multipurpose doors						
91	08	71	11	00 0816		EA	10" x 36", 0.050" Thick, Satin Aluminum Finish, Aluminum Kick Plate						$634.39
								Quantity		Unit Price		Factor	Total
							Installation	6.00	x	96.12	x	1.1000 =	634.39
							10" high kickplates						
92	08	71	11	00 2069		EA	1" Diameter, 10" Center to Center, Satin Stainless Steel Offset Door Pulls (Ives 8190HD-0)						$671.62
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	152.64	x	1.1000 =	671.62
							pull handles for multipurpose doors						
93	08	71	11	00 2152		EA	3' Push Bar, Rim Type, Exit Device (Von Duprin Series 98/99)Clear anodized satin aluminum US28 (BHMA 628) finish.						$7,606.63
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	1,599.31	x	1.1000 =	7,036.96
							Demolition	4.00	x	129.47	x	1.1000 =	569.67
							N1–N4 panic hardware						
94	08	71	11	00 2271		EA	Surface Mounted Heavy-Duty Door Closer (LCN 4040XP/4041 Series)						$4,190.01
								Quantity		Unit Price		Factor	Total
							Installation	6.00	x	634.85	x	1.1000 =	4,190.01
							N1–N6 closers						
95	08	71	11	00 2271	0255	MOD	For Hold Open Arm, Add						$60.72
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	13.80	x	1.1000 =	60.72
96	08	71	11	00 2312		EA	Heavy-Duty Cylindrical, F76 Privacy Bath/Bedroom LocksetSatin chrome plated US26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3600).						$1,399.60
								Quantity		Unit Price		Factor	Total
							Installation	2.00	x	636.18	x	1.1000 =	1,399.60
							N5–N6 privacy locksets						
97	08	72	43	00 0009		LF	4" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 270A)						$2,064.35
								Quantity		Unit Price		Factor	Total
							Installation	36.00	x	40.63	x	1.1000 =	1,608.95
							Demolition	36.00	x	11.50	x	1.1000 =	455.40
							GP-A110: “Saddle as required”; GP-A615 Det. 01: aluminum threshold.						
98	09	65	13	36 0013		LF	1/4" Material To Floor x 2-1/2", Vinyl, Wheeled Traffic Transition (Johnsonite CTA-XX-J)						$362.74
								Quantity		Unit Price		Factor	Total
							Installation	36.00	x	7.95	x	1.1000 =	314.82
							Demolition	36.00	x	1.21	x	1.1000 =	47.92
							CLOSEST LI — GP-A615: floor-change transitions at doors.						
99	09	65	13	36 0013	0143	MOD	For >20 To 40, Add						$46.73
								Quantity		Unit Price		Factor	Total
							Installation	36.00	x	1.18	x	1.1000 =	46.73

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Subtotal for Doors **$34,708.57**

Electrical

100	01 22 20 00 0010			HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.							$571.87
						Quantity		Unit Price		Factor		Total
					Installation	4.00	x	129.97	x	1.1000	=	571.87
					CLOSEST LI - Provide updated typed panel directory after modifications per E-101 Note 2 (E-102 only has EXISTING panel directory)							
101	09 53 23 00 0014			LF	12 Gauge Ceiling Suspension Wire (Seismic Control Or Where Required) For Suspended Ceiling							$1,958.00
						Quantity		Unit Price		Factor		Total
					Installation	2,000.00	x	0.89	x	1.1000	=	1,958.00
					Ceiling wire for light fixtures							
102	26 05 19 16 0015			MLF	#12 AWG, Type THHN-THWN, 600 Volt, Copper, Single Solid Cable, Installed In Conduit							$2,142.51
						Quantity		Unit Price		Factor		Total
					Installation	1.00	x	924.62	x	1.1000	=	1,017.08
					Demolition	3.00	x	341.04	x	1.1000	=	1,125.43
					demo light fixtures 990 LF of 1/2 flex x 3 = 2,970 (3 MLF)							
103	26 05 19 16 0214			MLF	2 Conductors, #12 AWG, Type MC, Solid Or Stranded, Aluminum Armored Cable							$6,704.62
						Quantity		Unit Price		Factor		Total
					Installation	1.00	x	4,626.09	x	1.1000	=	5,088.70
					Demolition	1.00	x	1,469.02	x	1.1000	=	1,615.92
					Wire installation for light fixtures (A) + demo of existing							
104	26 05 19 16 0217			MLF	3 Conductors, #12 AWG, Type MC, Solid Or Stranded, Aluminum Armored Cable							$7,835.26
						Quantity		Unit Price		Factor		Total
					Installation	1.00	x	5,508.81	x	1.1000	=	6,059.69
					Demolition	1.00	x	1,614.15	x	1.1000	=	1,775.57
					Wire installation for emergency light fixtures (A1) + demo of existing							
105	26 05 29 00 0245			EA	1/2" Conduit Clip							$1,007.93
						Quantity		Unit Price		Factor		Total
					Installation	170.00	x	5.39	x	1.1000	=	1,007.93
					Conduit clips for all fixtures							
106	26 05 33 13 0003			CLF	1/2" Electrical Metallic Tubing (EMT) Conduit Assembly With 2 #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.							$4,365.20
						Quantity		Unit Price		Factor		Total
					Installation	4.00	x	992.09	x	1.1000	=	4,365.20
					Provide 1/2" EMT assembly with 2#12 + 1#12G							
107	26 05 33 13 0003	0017		MOD	For Work In Restricted Working Space, Add							$1,101.23
						Quantity		Unit Price		Factor		Total
					Installation	4.00	x	250.28	x	1.1000	=	1,101.23
108	26 05 33 13 0010			CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 2 #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.							$5,026.00
						Quantity		Unit Price		Factor		Total
					Installation	3.00	x	1,103.35	x	1.1000	=	3,641.06
					Demolition	4.00	x	314.76	x	1.1000	=	1,384.94
					Provide 3/4"C, 2#12 + 1#12G from Panel A per E-101 Note 2. Demo flood light conduit/wire per E-101 Note 4							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Electrical

109	26 05 33 13 0010	0017	MOD	For Work In Restricted Working Space, Add										$593.49
			Installation		Quantity 2.00	x	Unit Price 269.77	x	Factor 1.1000	=	Total 593.49			
110	26 05 33 13 0441		EA	1/2" To 3/4" Conduit, 24" Bonding Jumper										$9,024.40
			Installation		Quantity 100.00	x	Unit Price 82.04	x	Factor 1.1000	=	Total 9,024.40			
111	26 05 33 13 0441	0031	MOD	For Work In Restricted Working Space, Add										$788.70
			Installation		Quantity 100.00	x	Unit Price 7.17	x	Factor 1.1000	=	Total 788.70			
112	26 05 33 13 2398		LF	1/2" Flexible Metallic Conduit										$1,975.93
			Installation		Quantity 50.00	x	Unit Price 4.84	x	Factor 1.1000	=	Total 266.20			
			Demolition		990.00	x	1.57	x	1.1000	=	1,709.73			
			Demo 1/2" flexible conduit at light fixture + Install for bathroom exhaust fans											
113	26 05 33 13 2398	0065	MOD	For Work In Restricted Working Space, Add										$519.20
			Installation		Quantity 400.00	x	Unit Price 1.18	x	Factor 1.1000	=	Total 519.20			
114	26 05 33 13 2409		EA	3/8" Flexible Straight Connectors, Plain										$1,318.35
			Installation		Quantity 150.00	x	Unit Price 7.99	x	Factor 1.1000	=	Total 1,318.35			
			Flex connectors for new fixtures											
115	26 05 33 13 2409	0065	MOD	For Work In Restricted Working Space, Add										$0.00
			Installation		Quantity 0.00	x	Unit Price 1.76	x	Factor 1.1000	=	Total 0.00			
116	26 05 33 13 2409	0065	MOD	For Work In Restricted Working Space, Add										$290.40
			Installation		Quantity 150.00	x	Unit Price 1.76	x	Factor 1.1000	=	Total 290.40			
117	26 05 33 13 2410		EA	1/2" Flexible Straight Connectors, Plain										$978.12
			Installation		Quantity 90.00	x	Unit Price 9.88	x	Factor 1.1000	=	Total 978.12			
			Connect 1/2" flex conduit											
118	26 05 33 13 2410	0065	MOD	For Work In Restricted Working Space, Add										$194.04
			Installation		Quantity 90.00	x	Unit Price 1.96	x	Factor 1.1000	=	Total 194.04			
119	26 05 33 16 0004		EA	2-1/8" Depth, 4" Square Steel Box										$564.70
			Installation		Quantity 12.00	x	Unit Price 42.78	x	Factor 1.1000	=	Total 564.70			
			Provide 4" J-boxes for downlights per E-103 detail											
120	26 05 33 16 0004		EA	2-1/8" Depth, 4" Square Steel Box										$188.23
			Installation		Quantity 4.00	x	Unit Price 42.78	x	Factor 1.1000	=	Total 188.23			
			bathroom exhaust fans											
121	26 05 33 16 0009		EA	5/8" Depth, 1 Gang, 4" Square Steel Mud Ring										$63.45
			Installation		Quantity 4.00	x	Unit Price 14.42	x	Factor 1.1000	=	Total 63.45			
			bathroom exhaust fans install											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Electrical

122	26 05 83 00 0124	EA	3 Port, #14 to 2/0, Push On Gel Stub Splice KitKit contains connector, gel filled cap and cap clamp.									$7,705.50
				Quantity		Unit Price		Factor	=	Total		
			Installation	100.00	x	70.05	x	1.1000	=	7,705.50		
			fixture install									
123	26 51 16 00 0056	EA	6 T8 Lamps, 2' x 4', Prismatic Lensed, Lay-In/Troffer Fluorescent Fixture									$4,040.92
				Quantity		Unit Price		Factor	=	Total		
			Installation	0.00	x	863.66	x	1.1000	=	0.00		
			Demolition	66.00	x	55.66	x	1.1000	=	4,040.92		
			Remove existing light fixtures per E-101 Note 1									
124	26 51 19 00 0228	EA	4,000 Lumens, 2' x 4', Panel Type, Lay-In/Troffer LED Fixture (Cree® FP24-40L-35K-10V)									$7,758.50
				Quantity		Unit Price		Factor	=	Total		
			Installation	19.00	x	371.22	x	1.1000	=	7,758.50		
			CLOSEST LI - Install Type A LED lay-in fixtures per E-101/E-102.									
125	26 51 19 00 0230	EA	4,000 Lumens, 2' x 4', Panel Type, Lay-In/Troffer LED Fixture, 1,400 Lumens Emergency Backup (Cree® FP24-40L-35K-10V-EB14)									$14,196.34
				Quantity		Unit Price		Factor	=	Total		
			Installation	14.00	x	921.84	x	1.1000	=	14,196.34		
			CLOSEST LI - Install Type A1 emergency LED fixtures per E-101/E-102									
126	26 51 19 00 0319	EA	8" Diameter, 1,500 Lumens, Recessed LED Downlight With Open Trim (Lithonia DOM8 LED)									$6,274.22
				Quantity		Unit Price		Factor	=	Total		
			Installation	12.00	x	417.79	x	1.1000	=	5,514.83		
			Demolition	12.00	x	57.53	x	1.1000	=	759.40		
			Demo + Install Type B LED downlights per E-101/E-102									
127	26 52 13 16 0038	EA	Removal And Reinstall Of Exit Light FixturesIncludes storage and cleaning.									$431.46
				Quantity		Unit Price		Factor	=	Total		
			Installation	4.00	x	98.06	x	1.1000	=	431.46		
			Protect and remount existing exit fixtures per E-101 Note 3									
128	26 55 53 11 0210	EA	500 Watt QZ Wedge Series Quartz Lumark Flood Light									$712.67
				Quantity		Unit Price		Factor	=	Total		
			Installation	0.00	x	264.64	x	1.1000	=	0.00		
			Demolition	6.00	x	107.98	x	1.1000	=	712.67		
			Remove existing flood lights per E-101 Note 4									

Subtotal for Electrical **$88,331.24**

Environmental (Allowance)

129	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.									$15,000.00
				Quantity		Unit Price		Factor	=	Total		
			Installation	15,000.00	x	1.00	x	1.0000	=	15,000.00		
			Environmental Allowance									

Subtotal for Environmental (Allowance) **$15,000.00**

Existing Conditions

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Existing Conditions

130	02 41 16 13 0027		CF	Reinforced Concrete Foundation Demolition								$685.08
		Installation	Quantity 30.00	x	Unit Price 20.76	x	Factor 1.1000	=	Total 685.08			
		Demo footings below 20 LF exterior CMU privacy walls										
131	02 41 19 13 0031		SF	Demolish 12" Thick Reinforced Concrete Block Exterior Wall								$2,663.43
		Installation	Quantity 210.00	x	Unit Price 11.53	x	Factor 1.1000	=	Total 2,663.43			
		demo block walls										

Subtotal for Existing Conditions **$3,348.51**

Exterior Improvements

132	04 01 20 51 0006		SF	Patching Over Masonry Surface With Elastomeric Paint Using A Trowel 6" Blade								$72.78
		Installation	Quantity 8.00	x	Unit Price 8.27	x	Factor 1.1000	=	Total 72.78			
		S-101 Det. 4: patch abandoned CMU grille-anchor holes.										
133	10 14 53 11 0035		EA	18" x 24" Aluminum Engineer Grade Traffic Sign								$118.13
		Installation	Quantity 1.00	x	Unit Price 107.39	x	Factor 1.1000	=	Total 118.13			
		CLOSEST LI — C-500 Det. 4: R100B(CA) tow-away sign, 17" x 22".										
134	10 14 53 11 0035		EA	18" x 24" Aluminum Engineer Grade Traffic Sign								$118.13
		Installation	Quantity 1.00	x	Unit Price 107.39	x	Factor 1.1000	=	Total 118.13			
		CLOSEST LI — C-500 Det. 2/3: 17" x 22" accessible sign.										
135	10 14 53 11 0222		EA	3' To 4' Fiberglass Or Composite Plastic U-Channel Sign Post Base								$84.84
		Installation	Quantity 1.00	x	Unit Price 77.13	x	Factor 1.1000	=	Total 84.84			
		C-500 Det. 2/3: sign sleeve/base condition.										
136	10 14 53 11 0232		EA	8', 2-3/8" Diameter, Galvanized Steel Tubular Sign Post								$180.96
		Installation	Quantity 1.00	x	Unit Price 164.51	x	Factor 1.1000	=	Total 180.96			
		C-500 Det. 2/3: square post with sleeve.										
137	32 01 17 63 0024		EA	Asphalt Placement For Small Repair Areas, Hot Mix, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.								$2,841.52
		Installation	Quantity 1.00	x	Unit Price 2,583.20	x	Factor 1.1000	=	Total 2,841.52			
		CLOSEST LI — C-500 Det. 5: full-depth AC paving.										
138	32 11 16 16 0010		SY	6" Crushed Aggregate Base Course For Roadways And Parking Areas								$124.74
		Installation	Quantity 7.00	x	Unit Price 16.20	x	Factor 1.1000	=	Total 124.74			
		C-500 Det. 5: 6" CMB under AC patch.										
139	32 17 23 33 0003		LF	Single 4" Wide Solid Line, 90 Mil Thick, Thermoplastic Reflective Pavement Striping								$274.89
		Installation	Quantity 170.00	x	Unit Price 1.47	x	Factor 1.1000	=	Total 274.89			
		ADA parking blue 4" stripe per C-500										
140	32 17 23 33 0003	0043	MOD	For Up To 5,000 LF, Add								$54.23
		Installation	Quantity 170.00	x	Unit Price 0.29	x	Factor 1.1000	=	Total 54.23			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Exterior Improvements

141	32	17	23	33	0011		EA	12" High, Letter/Number, 90 Mil Thick, Thermoplastic Reflective Pavement Marking					$120.98
									Quantity		Unit Price	Factor	Total
								Installation	9.00	x	12.22 x 1.1000	=	120.98
								C-500 Det. 2: “NO PARKING,” 12" min. letters.					
142	32	17	23	33	0011	0039	MOD	For Up To 10, Add					$8.91
									Quantity		Unit Price	Factor	Total
								Installation	9.00	x	0.90 x 1.1000	=	8.91
143	32	17	23	33	0020		SY	Cross Hatch, 90 Mil Thick, Thermoplastic Reflective Pavement MarkingPer SY of area.					$425.71
									Quantity		Unit Price	Factor	Total
								Installation	13.00	x	29.77 x 1.1000	=	425.71
								hatched lines at 36" on center 4" white per C-500					
144	32	17	23	33	0080		EA	40" x 40" Handicap Symbol For Van Parking Stalls, 90 Mil Thick, Thermoplastic Pavement Marking Tape For Parking AreasWhite symbol on blue background . Excludes striping.					$645.13
									Quantity		Unit Price	Factor	Total
								Installation	2.00	x	293.24 x 1.1000	=	645.13
								CLOSEST LI — C-500 Det. 2: ISA 36" x 36" min.					
145	32	39	13	00	0005		LF	8" Steel Pipe Bollard, Schedule 40, Painted Or Powder Coated					$77.48
									Quantity		Unit Price	Factor	Total
								Installation	0.00	x	139.44 x 1.1000	=	0.00
								Demolition	4.00	x	17.61 x 1.1000	=	77.48
								bollard demo					
146	32	39	13	00	0005	0318	EA	For Each Surface Mounted Bollard (Includes Base Plate And Anchor Bolts), Add					$196.72
									Quantity		Unit Price	Factor	Total
								Installation	1.00	x	178.84 x 1.1000	=	196.72
147	32	91	19	13	0016		CY	Furnish And Place Imported Screened Topsoil, Over 12" Deep					$1,224.52
									Quantity		Unit Price	Factor	Total
								Installation	20.00	x	55.66 x 1.1000	=	1,224.52
								Regrade grass area (+ prep for sod)					

Subtotal for Exterior Improvements **$6,569.67**

Fascia (Allowance)

148	07	71	19	00	0192		LF	>7" To 9" Face Height, 0.050" Thick, KYNAR 500® Finish, Aluminum Snap-On Cover Fascia System With Continuous Cleat					$12,030.48
									Quantity		Unit Price	Factor	Total
								Installation	310.00	x	31.59 x 1.1000	=	10,772.19
								Demolition	310.00	x	3.69 x 1.1000	=	1,258.29
								LF per WTI takeoff for potential metal fascia/trim replacement to match existing. Use only if replacement is required					

Subtotal for Fascia (Allowance) **$12,030.48**

General

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

General

149	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.							$20,615.05
						Installation	Quantity 18,740.95	x	Unit Price 1.00	x	Factor 1.1000	= Total 20,615.05	
						Payment and Performance Bonds Per Sourcewell Agreement $937,047.93 x .02 = $18,740.95							
150	01	22	20	00 0080	HR	Project ManagerFor tasks not included in the Construction Task Catalog® and as directed by owner only.							$14,080.00
						Installation	Quantity 80.00	x	Unit Price 160.00	x	Factor 1.1000	= Total 14,080.00	
						City-directed PM beyond factor baseline: enhanced site logistics plan (Parks coordination + field revision) and Burbank's project meeting cadence (biweekly→weekly, ~28 mtgs)							
151	01	22	23	00 0073	MO	25' Engine Powered, Scissor Platform Lift							$4,503.66
						Installation	Quantity 2.00	x	Unit Price 2,047.12	x	Factor 1.1000	= Total 4,503.66	
						for work on gutters, facia, trim							
152	01	22	23	00 0156	MO	Up To 2,000 CFM, Portable Negative Air Machine							$2,802.67
						Installation	Quantity 2.00	x	Unit Price 1,273.94	x	Factor 1.1000	= Total 2,802.67	
						for demo dust control (filters excluded)							
153	01	22	23	00 0157	EA	First Stage Pre-Filter For Portable Negative Air Machines							$142.30
						Installation	Quantity 8.00	x	Unit Price 16.17	x	Factor 1.1000	= Total 142.30	
						weekly filter change for demo dust control							
154	01	22	23	00 0294	MO	3,200 To 3,500 Lb. Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator							$32,397.43
						Installation	Quantity 1.00	x	Unit Price 29,452.21	x	Factor 1.1000	= Total 32,397.43	
						soil cut for 6" base prep, recompact, regrade, spoil loading, 10 CY low-boy dumpster loading, ADA gate slab/post excavation.							
155	01	22	23	00 0388	WK	Thumbs Or Grapple Attachment For Hydraulic Excavators							$796.97
						Installation	Quantity 2.00	x	Unit Price 362.26	x	Factor 1.1000	= Total 796.97	
						Attachment supports spoil handling for soil cut and debris loading beyond the CTC concrete-demo task							
156	01	22	23	00 0413	WK	3,500 Lb. Capacity, Mini-Excavator With Full-Time Operator							$13,418.39
						Installation	Quantity 2.00	x	Unit Price 6,099.27	x	Factor 1.1000	= Total 13,418.39	
						soil cut for base prep, and deeper subgrade work							
157	01	45	23	00 0005	EA	6" Compaction Curves Soils Test, ASTM D-1557, Field Soils Test							$2,511.30
						Installation	Quantity 4.00	x	Unit Price 570.75	x	Factor 1.1000	= Total 2,511.30	
						C-500 Det. 1/5: 95% compaction required.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

General

158	01 52 19 00 0003		MO	Portable Chemical Toilet										$9,153.32
					Quantity		Unit Price		Factor	=	Total			
				Installation	40.00	x	208.03	x	1.1000		9,153.32			
				217 days / 28 = 8 billing cycles. 4 x 8 cycles = 40 217 days / 7 = 31 weekly service. 31 x 3 services per week = 93 93 x 4 = 372 services total										
159	01 52 19 00 0003	0005	EA	For Each Additional Servicing Per Unit Per Week, Add										$10,230.00
					Quantity		Unit Price		Factor	=	Total			
				Installation	372.00	x	25.00	x	1.1000		10,230.00			
160	01 52 19 00 0003	0006	EA	For Each Delivery And Set-up, Add										$189.60
					Quantity		Unit Price		Factor	=	Total			
				Installation	4.00	x	43.09	x	1.1000		189.60			
161	01 52 19 00 0005		MO	Americans With Disabilities Act Compliant Portable Chemical Toilet										$2,135.76
					Quantity		Unit Price		Factor	=	Total			
				Installation	8.00	x	242.70	x	1.1000		2,135.76			
				217 days / 28 = 8 billing cycles. 217 days / 7 = 31 weekly service. 31 x 3 services per week = 93										
162	01 52 19 00 0005	0005	EA	For Each Additional Servicing Per Unit Per Week, Add										$2,557.50
					Quantity		Unit Price		Factor	=	Total			
				Installation	93.00	x	25.00	x	1.1000		2,557.50			
163	01 52 19 00 0005	0006	EA	For Each Delivery And Set-up, Add										$47.40
					Quantity		Unit Price		Factor	=	Total			
				Installation	1.00	x	43.09	x	1.1000		47.40			
164	01 52 19 00 0007		MO	Two Station Portable Handwash										$1,506.38
					Quantity		Unit Price		Factor	=	Total			
				Installation	8.00	x	171.18	x	1.1000		1,506.38			
165	01 52 19 00 0007	0006	EA	For Each Delivery And Set-up, Add										$47.40
					Quantity		Unit Price		Factor	=	Total			
				Installation	1.00	x	43.09	x	1.1000		47.40			
166	01 55 26 00 0127		MO	Aluminum Sign And Post										$659.74
					Quantity		Unit Price		Factor	=	Total			
				Installation	14.00	x	42.84	x	1.1000		659.74			
				2 Temp ADA parking sign/post, 7 months each										
167	01 56 26 00 0006		LF	Temporary 8' High Chain Link Fence And Posts, Up To 6 Months										$5,470.08
					Quantity		Unit Price		Factor	=	Total			
				Installation	420.00	x	11.84	x	1.1000		5,470.08			
168	01 56 26 00 0006	0075	LF	For Each LF Shade Cloth, Add										$1,663.20
					Quantity		Unit Price		Factor	=	Total			
				Installation	420.00	x	3.60	x	1.1000		1,663.20			
169	01 56 26 00 0158		BAG	Temporary Chain Link Fence Panels (Portable) SandbagIncludes placement and removal.										$1,187.34
					Quantity		Unit Price		Factor	=	Total			
				Installation	140.00	x	7.71	x	1.1000		1,187.34			
				Estimating 4 per panel										
170	01 57 23 00 0006		EA	60" x 60" x 18" Non-Woven Polypropylene Oil and Sediment Drain Guard (Ultra-Drain Guard® 9358)Up to 2.06 gallons oil, up to 40 Lb. sediment.										$384.69
					Quantity		Unit Price		Factor	=	Total			
				Installation	2.00	x	174.86	x	1.1000		384.69			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

General

171	01	58	13	00 0012	EA	Up To 8 SF, One Or Two Color Design, Non-Reflectorized, MDO Plywood Sign						$237.16
							Quantity		Unit Price		Factor	Total
						Installation	1.00	x	215.60	x	1.1000 =	237.16
						Closest LI Public restroom sign						
172	01	58	13	00 0014	EA	>16 To 24 SF, One Or Two Color Design, Non-Reflectorized, MDO Plywood Sign						$350.60
							Quantity		Unit Price		Factor	Total
						Installation	1.00	x	318.73	x	1.1000 =	350.60
						Closest LI 35"x36" project sign						
173	01	58	13	00 0025	LF	4" x 4" Pressure Treated Wood Sign Posts						$228.80
							Quantity		Unit Price		Factor	Total
						Installation	16.00	x	13.00	x	1.1000 =	228.80
						Two 4x4 sign posts						
174	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.						$1,625.38
							Quantity		Unit Price		Factor	Total
						Installation	3.00	x	492.54	x	1.1000 =	1,625.38
						Mobilization of skid steer, mini ex, and scissor lift.						
175	01	71	36	00 0004	EA	>1 To 4 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt						$1,917.14
							Quantity		Unit Price		Factor	Total
						Installation	1.00	x	1,742.85	x	1.1000 =	1,917.14
						survey for plumbing before break & remove						
176	01	74	19	00 0015	EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						$719.08
							Quantity		Unit Price		Factor	Total
						Installation	1.00	x	653.71	x	1.1000 =	719.08
						final clean up						
177	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.						$4,670.05
							Quantity		Unit Price		Factor	Total
						Installation	5.00	x	849.10	x	1.1000 =	4,670.05
						General waste - Ceiling tile, grid, partitions, fixtures, gutters, etc						
178	01	74	19	00 0017	EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.						$8,192.58
							Quantity		Unit Price		Factor	Total
						Installation	10.00	x	744.78	x	1.1000 =	8,192.58
						concrete path demo hauling and 6" soil removal per detail						
179	31	25	14	26 0028	EA	Wattles (Sterile Straw Filled Rolls), 8" x 25'						$2,416.04
							Quantity		Unit Price		Factor	Total
						Installation	17.00	x	129.20	x	1.1000 =	2,416.04
						sediment barrier						
180	32	33	23	00 0066	EA	3 CY Sloped Side Trash Dumpster						$1,027.00
							Quantity		Unit Price		Factor	Total
						Installation	1.00	x	933.64	x	1.1000 =	1,027.00
						Closest LI 3 CY dumpster rental for 7 months						

Subtotal for General **$147,884.00**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Gutters

181	07 71 23 00 0015		LF	6", 0.027" Thick, Box Style Aluminum Gutter									$7,449.75
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	20.98	x	1.1000	=	5,769.50		
				Demolition	250.00	x	6.11	x	1.1000	=	1,680.25		
				Closest CTC match for 5" square aluminum gutter									
182	07 71 23 00 0015	0323	MOD	For >100' To 250', Add									$426.25
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	1.55	x	1.1000	=	426.25		
183	07 71 23 00 0029		EA	6", Box Style Aluminum Gutter End Cap									$46.77
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	10.63	x	1.1000	=	46.77		
				End caps for square gutters									
184	07 71 23 00 0042		EA	6", Box Style Aluminum Gutter Miter									$301.71
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	68.57	x	1.1000	=	301.71		
				Miters for gutters									
185	07 71 23 00 0047		EA	4" Diameter, Round Aluminum Wire Strainer									$161.70
					Quantity		Unit Price		Factor	=	Total		
				Installation	6.00	x	24.50	x	1.1000	=	161.70		
				Gutter wire strainers									
186	07 71 23 00 0047	0331		For 0.031" Thick, Add									$48.77
					Quantity		Unit Price		Factor	=	Total		
				Installation	6.00	x	7.39	x	1.1000	=	48.77		
187	07 71 23 00 0055		LF	4" x 5", 0.019" Thick, Rectangular Aluminum Downspout									$1,504.80
					Quantity		Unit Price		Factor	=	Total		
				Installation	90.00	x	12.01	x	1.1000	=	1,188.99		
				Demolition	90.00	x	3.19	x	1.1000	=	315.81		
188	07 71 23 00 0055	0325		For Up To 100', Add									$170.28
					Quantity		Unit Price		Factor	=	Total		
				Installation	90.00	x	1.72	x	1.1000	=	170.28		
189	07 71 23 00 0055	0331		For 0.031" Thick, Add									$356.40
					Quantity		Unit Price		Factor	=	Total		
				Installation	90.00	x	3.60	x	1.1000	=	356.40		
190	07 71 23 00 0345		LF	6" Wide Stainless Steel Gutter Leaf Guard, 1/4" x 1/4" x 0.08" Wire									$4,620.00
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	16.80	x	1.1000	=	4,620.00		
				*OPTIONAL									
191	07 71 23 00 0345	0323	MOD	For >100' To 250', Add									$264.00
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	0.96	x	1.1000	=	264.00		

Subtotal for Gutters **$15,350.43**

Hi-Lo Water Fountain

192	22 13 13 00 0010		EA	Free Standing Water Cooler, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply . Excludes fixture.									$651.78
					Quantity		Unit Price		Factor	=	Total		
				Installation	1.00	x	592.53	x	1.1000	=	651.78		
				Modify rough-in for new hi-low drinking fountain									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Hi-Lo Water Fountain

193	22	47	13	00 0076		EA	Bi-Level (High/Low), Non-Recessed, Stainless Steel Drinking Fountain (Filtrine FC-107-16-HL-TM)					$8,949.90
								Quantity		Unit Price	Factor	Total
							Installation	1.00	x	7,914.14 x	1.1000 =	8,705.55
							Demolition	1.00	x	222.13 x	1.1000 =	244.34
							Remove existing fountain and install new hi-low drinking fountain					

Subtotal for Hi-Lo Water Fountain **$9,601.68**

HVAC

194	23	05	29	00 1275		EA	2" Standard Duty Clevis Pipe Hanger AssemblyIncludes hanger, rod, nuts, washers and clamp.					$2,678.28
								Quantity		Unit Price	Factor	Total
							Installation	30.00	x	59.85 x	1.1000 =	1,975.05
							Demolition	30.00	x	21.31 x	1.1000 =	703.23
195	23	05	29	00 1275	0106		For Work In Restricted Working Space, Add					$451.77
								Quantity		Unit Price	Factor	Total
							Installation	30.00	x	13.69 x	1.1000 =	451.77
196	23	05	93	00 0015		EA	Balancing HVAC Duct System, Ceiling Height To 12' Supply, Return, Exhaust, Register And Diffuser					$1,860.65
								Quantity		Unit Price	Factor	Total
							Installation	17.00	x	99.50 x	1.1000 =	1,860.65
							Balance new HVAC registers					
197	23	31	13	16 0019		EA	8" Diameter, 26 Gauge, Seal Class C, Galvanized Sheet Metal Round And Flat-Oval Adjustable Elbow					$2,330.96
								Quantity		Unit Price	Factor	Total
							Installation	17.00	x	86.90 x	1.1000 =	1,625.03
							Demolition	17.00	x	37.75 x	1.1000 =	705.93
198	23	31	13	16 0019	0058		For Seal Class A, Add					$564.74
								Quantity		Unit Price	Factor	Total
							Installation	17.00	x	30.20 x	1.1000 =	564.74
199	23	31	13	16 0019	0096		For Work In Restricted Working Space, Add					$423.56
								Quantity		Unit Price	Factor	Total
							Installation	17.00	x	22.65 x	1.1000 =	423.56
200	23	31	13	16 0019	0744		For Elevated Installation >10' To 15', Add					$141.19
								Quantity		Unit Price	Factor	Total
							Installation	17.00	x	7.55 x	1.1000 =	141.19
201	23	33	46	00 0006		LF	8" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket					$707.52
								Quantity		Unit Price	Factor	Total
							Installation	40.00	x	16.08 x	1.1000 =	707.52
							bathroom vent ducting, fittings included					
202	23	34	16	00 0272		EA	109 CFM, Ceiling/Wall Mounted, Metal Intake Grille, Heavy-Duty/Continuous Operation Exhaust Fan (Broan® LoSone® Ventilator L100MG)					$2,332.62
								Quantity		Unit Price	Factor	Total
							Installation	4.00	x	503.95 x	1.1000 =	2,217.38
							Demolition	2.00	x	52.38 x	1.1000 =	115.24
203	23	37	13	13 0105		EA	24" x 24" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling					$8,290.46
								Quantity		Unit Price	Factor	Total
							Installation	17.00	x	412.88 x	1.1000 =	7,720.86
							Demolition	17.00	x	30.46 x	1.1000 =	569.60
							Remove existing registers and install new ceiling registers					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

HVAC

204	23	37	13	13 0105	0138		For Cube Core Lay In, Add						$1,098.44
						Installation	Quantity 17.00	x	Unit Price 58.74	x	Factor 1.1000	=	Total 1,098.44

Subtotal for HVAC **$20,880.19**

Irrigation (Allowance)

205	32	84	23	00 0034		EA	4" Pop-Up Height, 1" Inlet, Up To 65' Spacing, Gear-Drive, Rotary Sprinkler Head (Rain Bird® F4PC)						$2,071.08
						Installation	Quantity 20.00	x	Unit Price 94.14	x	Factor 1.1000	=	Total 2,071.08
							Allowance covers repair of buried irrigation lines and heads damaged during excavation.						
206	32	84	23	00 0485		LF	1" Schedule 40 Polyvinyl Chloride (PVC) Pipe With Fittings, On Grade With Pipe Stabilizers						$1,058.20
						Installation	Quantity 200.00	x	Unit Price 4.81	x	Factor 1.1000	=	Total 1,058.20
							Allowance covers repair of buried irrigation lines and heads damaged during excavation.						
207	32	84	23	00 0513		LF	1" Schedule 40 Polyvinyl Chloride (PVC) Pipe With Fittings, 12" Of Cover, Backfilled And Compacted						$1,553.20
						Installation	Quantity 200.00	x	Unit Price 7.06	x	Factor 1.1000	=	Total 1,553.20
							Allowance covers repair of buried irrigation lines and heads damaged during excavation.						
208	32	84	23	00 0649		CLF	1-Conductor, 18 AWG, Irrigation Control Wire, Buried In Trench						$119.79
						Installation	Quantity 2.00	x	Unit Price 54.45	x	Factor 1.1000	=	Total 119.79
							Allowance covers repair of buried irrigation lines and heads damaged during excavation.						

Subtotal for Irrigation (Allowance) **$4,802.27**

Multipurpose Room Floor

209	09	65	13	13 0004		LF	4" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors						$1,454.64
						Installation	Quantity 240.00	x	Unit Price 5.51	x	Factor 1.1000	=	Total 1,454.64
							Install RF-3 new vinyl wall base						
210	09	65	13	33 0005		SF	Removal Of Glue From Concrete FloorFor removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.						$4,392.30
						Installation	Quantity 3,300.00	x	Unit Price 1.21	x	Factor 1.1000	=	Total 4,392.30
211	09	65	19	19 0005		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® ChromaSpin™)						$3,668.50
						Installation	Quantity 0.00	x	Unit Price 6.71	x	Factor 1.1000	=	Total 0.00
						Demolition	2,300.00	x	1.45	x	1.1000	=	3,668.50
							Multipurpose room floor demo						
212	09	65	19	23 0037		SF	2.5mm Thick, 40 Mil Wear Layer, Glue-down, Luxury Vinyl Tile (LVT) (Mannington Amtico)						$8,624.00
						Installation	Quantity 800.00	x	Unit Price 9.80	x	Factor 1.1000	=	Total 8,624.00
							Closest LI - Install RF-1 LVT flooring						
213	09	65	19	23 0037		SF	2.5mm Thick, 40 Mil Wear Layer, Glue-down, Luxury Vinyl Tile (LVT) (Mannington Amtico)						$16,170.00
						Installation	Quantity 1,500.00	x	Unit Price 9.80	x	Factor 1.1000	=	Total 16,170.00
							Closest LI - Install RF-2 LVT flooring						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Subtotal for Multipurpose Room Floor **$34,309.44**

Paint

214	01 56 16 00 0008	SF	6 Mil, Plastic Sheeting, Applied To FloorsIncludes removal after use.									$871.20
		Installation	Quantity 1,800.00	x	Unit Price 0.44	x	Factor 1.1000	=	Total 871.20			
		Temporary protection for exterior paint										
215	01 56 16 00 0008	SF	6 Mil, Plastic Sheeting, Applied To FloorsIncludes removal after use.									$484.00
		Installation	Quantity 1,000.00	x	Unit Price 0.44	x	Factor 1.1000	=	Total 484.00			
		Protect floors for interior paint										
216	01 56 16 00 0009	SF	6 Mil, Plastic Sheeting, Applied To WallsIncludes removal after use.									$752.40
		Installation	Quantity 1,200.00	x	Unit Price 0.57	x	Factor 1.1000	=	Total 752.40			
		Temporary protection for exterior paint										
217	01 56 16 00 0009	SF	6 Mil, Plastic Sheeting, Applied To WallsIncludes removal after use.									$627.00
		Installation	Quantity 1,000.00	x	Unit Price 0.57	x	Factor 1.1000	=	Total 627.00			
		Protect interior walls for paint										
218	09 01 90 52 0006	SF	Hand Scrape, Concrete And Masonry Surfaces, Surface Preparation									$4,059.00
		Installation	Quantity 3,000.00	x	Unit Price 1.23	x	Factor 1.1000	=	Total 4,059.00			
		Exterior paint prep										
219	09 01 90 52 0008	SF	2,000 To 5,000 PSI Pressure Wash, Concrete, Stone And Masonry Surfaces, Surface Preparation									$2,046.00
		Installation	Quantity 3,000.00	x	Unit Price 0.62	x	Factor 1.1000	=	Total 2,046.00			
		Exterior paint prep										
220	09 01 90 52 0015	SF	Hand Scrape, Repair And Sand Severely Damaged Drywall Surfaces, Surface Preparation									$2,596.00
		Installation	Quantity 2,000.00	x	Unit Price 1.18	x	Factor 1.1000	=	Total 2,596.00			
		Prep interior walls for new paint										
221	09 91 13 00 0038	SF	1 Coat Filler, Brush Work, Paint Exterior Concrete Block Walls									$3,762.00
		Installation	Quantity 3,000.00	x	Unit Price 1.14	x	Factor 1.1000	=	Total 3,762.00			
		Exterior filler primer for PT-2										
222	09 91 13 00 0040	SF	2 Coats Paint, Brush Work, Paint Exterior Concrete Block Walls									$8,250.00
		Installation	Quantity 3,000.00	x	Unit Price 2.50	x	Factor 1.1000	=	Total 8,250.00			
		Exterior paint PT-2										
223	09 91 13 00 0046	SF	1 Coat Filler, Sprayed, Paint Exterior Concrete Block Walls									$3,036.00
		Installation	Quantity 3,000.00	x	Unit Price 0.92	x	Factor 1.1000	=	Total 3,036.00			
		Best practice for painting exterior block walls, spray and go in with brush/roller afterwards.										
224	09 91 13 00 0048	SF	2 Coats Paint, Sprayed, Paint Exterior Concrete Block Walls									$4,950.00
		Installation	Quantity 3,000.00	x	Unit Price 1.50	x	Factor 1.1000	=	Total 4,950.00			
		Best practice for painting exterior block walls, spray and go in with brush/roller afterwards.										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Paint

225	09 91 13 00 0281	EA	>14 To 20 SF Window Size, 1 Coat Primer And Two Coats Paint, Brush Work, Exterior Metal Window Including Trim									$1,293.60
				Quantity		Unit Price		Factor	=	Total		
		Installation		8.00	x	147.00	x	1.1000	=	1,293.60		
			Paint new windows PT-3,									
226	09 91 13 00 0319	SF	1 Coat Primer, Brush/Roller Work, Paint Soffit									$1,059.30
				Quantity		Unit Price		Factor	=	Total		
		Installation		900.00	x	1.07	x	1.1000	=	1,059.30		
			Exterior PT-3 Soffit									
227	09 91 13 00 0321	SF	2 Coats Paint, Brush/Roller Work, Paint Soffit									$1,801.80
				Quantity		Unit Price		Factor	=	Total		
		Installation		900.00	x	1.82	x	1.1000	=	1,801.80		
			Exterior PT-3 Soffit									
228	09 91 13 00 0476	SF	2 Coats Paint, Brush Work, Paint Exterior Exposed Metal Trim									$10,280.16
				Quantity		Unit Price		Factor	=	Total		
		Installation		3,960.00	x	2.36	x	1.1000	=	10,280.16		
			Exterior PT-3 Trim/Facia 330x 12=3960									
229	09 91 13 00 0477	SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Exposed Metal Trim									$4,748.04
				Quantity		Unit Price		Factor	=	Total		
		Installation		3,960.00	x	1.09	x	1.1000	=	4,748.04		
			Prime for PT-3 Trim/Facia 330x12=3960									
230	09 91 13 00 0480	LF	1 Coat Paint, Brush Work, Paint Exterior Gutter And Downspout									$719.95
				Quantity		Unit Price		Factor	=	Total		
		Installation		350.00	x	1.87	x	1.1000	=	719.95		
			Prime gutters and downspouts									
231	09 91 13 00 0481	LF	2 Coats Paint, Brush Work, Paint Exterior Gutter And Downspout									$893.20
				Quantity		Unit Price		Factor	=	Total		
		Installation		350.00	x	2.32	x	1.1000	=	893.20		
			Paint gutters and downspouts									
232	09 91 13 00 0493	SF	1 Coat Alkyd Anticorrosive Metal Primer, Brush/Roller Work, Paint Exterior Miscellaneous Metal Surfaces									$15.95
				Quantity		Unit Price		Factor	=	Total		
		Installation		10.00	x	1.45	x	1.1000	=	15.95		
			Prime exterior structural square washers									
233	09 91 13 00 0495	SF	2 Coats Alkyd Enamel Paint, Brush/Roller Work, Paint Exterior Miscellaneous Metal Surfaces									$29.48
				Quantity		Unit Price		Factor	=	Total		
		Installation		10.00	x	2.68	x	1.1000	=	29.48		
			Paint exterior structural square washers									
234	09 91 23 00 0063	SF	1 Coat Primer, Brush Work, Paint Interior Plaster/Drywall Walls									$2,068.00
				Quantity		Unit Price		Factor	=	Total		
		Installation		2,000.00	x	0.94	x	1.1000	=	2,068.00		
			Interior primer for PT-1									
235	09 91 23 00 0065	SF	2 Coats Paint, Brush Work, Paint Interior Plaster/Drywall Walls									$4,004.00
				Quantity		Unit Price		Factor	=	Total		
		Installation		2,000.00	x	1.82	x	1.1000	=	4,004.00		
			PT-1 Interior Paint									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Paint

236	09 91 23 00 0190		SF	1 Coat Primer, Sprayed, Paint Interior Corrugated Metal Ceiling								$4,281.20
		Installation	Quantity 2,800.00	x	Unit Price 1.39	x	Factor 1.1000	=	Total 4,281.20			
		prime ceiling grid										
237	09 91 23 00 0192		SF	2 Coats Paint, Sprayed, Paint Interior Corrugated Metal Ceiling								$7,946.40
		Installation	Quantity 2,800.00	x	Unit Price 2.58	x	Factor 1.1000	=	Total 7,946.40			
		Paint new & existing ceiling grid										
238	09 91 23 00 0253		LF	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Door Frame And Trim								$568.26
		Installation	Quantity 420.00	x	Unit Price 1.23	x	Factor 1.1000	=	Total 568.26			
		Prime new and existing door frames										
239	09 91 23 00 0255		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim								$1,228.92
		Installation	Quantity 420.00	x	Unit Price 2.66	x	Factor 1.1000	=	Total 1,228.92			
		Paint new and existing door frames										
240	09 91 23 00 0260		EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Metal Door								$1,440.38
		Installation	Quantity 12.00	x	Unit Price 109.12	x	Factor 1.1000	=	Total 1,440.38			
		Prime new and existing doors										
241	09 91 23 00 0262		EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Metal Door								$2,622.58
		Installation	Quantity 12.00	x	Unit Price 198.68	x	Factor 1.1000	=	Total 2,622.58			
		Paint new and existing doors										
242	09 91 33 00 0011		GAL	Acrylic (Vinyl Acrylic) Rust Inhibiting Metal, Primer - 500 SF Per Gallon: Paint - 260 SF Per Gallon								$70.37
		Installation	Quantity 1.00	x	Unit Price 63.97	x	Factor 1.1000	=	Total 70.37			
		Prime exterior structural square washers										
243	09 91 33 00 0042		QT	Anti-Rust Enamel, 500 SF Per Quart								$39.79
		Installation	Quantity 1.00	x	Unit Price 36.17	x	Factor 1.1000	=	Total 39.79			
		Paint exterior structural square washers										

Subtotal for Paint **$76,544.98**

Pedestrian Gate

244	02 41 19 13 0414		EA	Minimum Charge For Cutouts								$980.08
		Installation	Quantity 2.00	x	Unit Price 445.49	x	Factor 1.1000	=	Total 980.08			
		Cut existing fence to merge with pedestrian gate										
245	03 11 13 00 0009		LF	Up To 6" High Slab Edge and Block-Out Wood Formwork								$218.79
		Installation	Quantity 30.00	x	Unit Price 6.63	x	Factor 1.1000	=	Total 218.79			
		Form ADA gate concrete paving										
246	03 11 13 00 0009	0004	MOD	For Up To 250, Add								$55.88
		Installation	Quantity 40.00	x	Unit Price 1.27	x	Factor 1.1000	=	Total 55.88			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Pedestrian Gate

247	03 31 13 00 0003		SF	4" 3,000 PSI Slab On Grade Concrete Slab Assembly									$393.80
			Installation		Quantity 40.00	x	Unit Price 8.95	x	Factor 1.1000	=	Total 393.80		
			new slab per C-101										
248	03 31 13 00 0003	0154	MOD	For Up To 500, Add									$157.96
			Installation		Quantity 40.00	x	Unit Price 3.59	x	Factor 1.1000	=	Total 157.96		
249	03 35 13 00 0004		SF	Broom, Concrete Floor Finish									$64.24
			Installation		Quantity 40.00	x	Unit Price 1.46	x	Factor 1.1000	=	Total 64.24		
			new slab finish										
250	05 05 21 00 0003		EA	Minimum Charge For WeldingFor projects where the total welding 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.									$586.01
			Installation		Quantity 1.00	x	Unit Price 532.74	x	Factor 1.1000	=	Total 586.01		
			marry new fence with existing fence										
251	08 56 56 00 0043		SF	16 Gauge Perforated Metal, 63% Openings, Inoperable, Steel Security Window Screen									$1,058.64
			Installation		Quantity 16.00	x	Unit Price 60.15	x	Factor 1.1000	=	Total 1,058.64		
			CLOSEST LI security guard at inside of new gate										
252	08 56 56 00 0043	0194	MOD	For Painted Steel, Add									$46.64
			Installation		Quantity 16.00	x	Unit Price 2.65	x	Factor 1.1000	=	Total 46.64		
253	08 71 11 00 0062		PR	4-1/2" x 4-1/2", Full Mortise, Single Acting Spring, Wrought Steel Hinge									$675.08
			Installation		Quantity 3.00	x	Unit Price 204.57	x	Factor 1.1000	=	Total 675.08		
			heavy duty self closing hinges										
254	08 71 11 00 0810		EA	10" x 24", 0.050" Thick, Satin Aluminum Finish, Aluminum Kick Plate									$81.51
			Installation		Quantity 1.00	x	Unit Price 74.10	x	Factor 1.1000	=	Total 81.51		
			kick plate for new gate										
255	08 71 11 00 1404		EA	22" x 24", 0.050" Thick, Satin Stainless Finish, Stainless Kick Plate									$157.44
			Installation		Quantity 1.00	x	Unit Price 143.13	x	Factor 1.1000	=	Total 157.44		
			CLOSEST LI security guard at fence										
256	08 71 11 00 2121		EA	3' Push Bar, Rim Type, Exit Device (Von Duprin Series 22)Anodized finish: aluminum or dark brown.									$876.54
			Installation		Quantity 1.00	x	Unit Price 796.85	x	Factor 1.1000	=	Total 876.54		
			C-101 Det. 2: push bar panic exit hardware at park side of gate.										
257	31 23 16 36 0009		CY	Excavation For Building Foundations And Other Structures By Hand in Soil									$345.22
			Installation		Quantity 2.00	x	Unit Price 156.92	x	Factor 1.1000	=	Total 345.22		
			Excavate for ADA gate slab and base										
258	31 23 16 36 0009		CY	Excavation For Building Foundations And Other Structures By Hand in Soil									$345.22
			Installation		Quantity 2.00	x	Unit Price 156.92	x	Factor 1.1000	=	Total 345.22		
			Removal of soil for post holes										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Pedestrian Gate

259	31 23 16 36 0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, etc.									$31.64
			Installation		Quantity 2.00	x	Unit Price 14.38	x	Factor 1.1000	=	Total 31.64		
			Compact subbase for ADA gate slab										
260	31 23 16 36 0021	0022	MOD	For Up To 20, Add									$31.64
			Installation		Quantity 2.00	x	Unit Price 14.38	x	Factor 1.1000	=	Total 31.64		
261	32 11 23 16 0006		SF	6" Crushed Aggregate Base Course For Sidewalks									$97.68
			Installation		Quantity 40.00	x	Unit Price 2.22	x	Factor 1.1000	=	Total 97.68		
			6" aggregate base at ADA gate slab										
262	32 31 13 13 0010		VLF	12" Diameter Hole, Auger By Machine Fence Post Hole In Soil									$413.16
			Installation		Quantity 15.00	x	Unit Price 25.04	x	Factor 1.1000	=	Total 413.16		
			6 new posts										
263	32 31 13 13 0027		VLF	12" Diameter, Concrete Fill For Post Hole									$388.61
			Installation		Quantity 12.00	x	Unit Price 29.44	x	Factor 1.1000	=	Total 388.61		
			concrete fill for new posts										
264	32 31 19 00 0040		LF	8' Steel Tube Fence, 3/4" Square, 16 GA, Verticals At >2-1/2" To 3" On Center With 3" Square Posts									$3,530.78
			Installation		Quantity 20.00	x	Unit Price 151.43	x	Factor 1.1000	=	Total 3,331.46		
			Demolition		8.00	x	22.65	x	1.1000	=	199.32		
			new fence + demo of existing										
265	32 31 19 00 0040	0133	MOD	For Pickets Extending Above Top Rail, Add									$248.38
			Installation		Quantity 20.00	x	Unit Price 11.29	x	Factor 1.1000	=	Total 248.38		
266	32 31 19 00 0040	0135	MOD	For Solid Pickets, Add									$674.74
			Installation		Quantity 20.00	x	Unit Price 30.67	x	Factor 1.1000	=	Total 674.74		
267	32 31 19 00 0148		EA	3'-6" Wide x 8' High Steel Tube Single Swing GateIncludes mounting hardware and associated trim.									$1,387.40
			Installation		Quantity 1.00	x	Unit Price 1,261.27	x	Factor 1.1000	=	Total 1,387.40		
			new pedestrian gate										
268	32 31 19 00 0148	0135	MOD	For Solid Pickets, Add									$303.11
			Installation		Quantity 1.00	x	Unit Price 275.55	x	Factor 1.1000	=	Total 303.11		

Subtotal for Pedestrian Gate **$13,150.19**

Plumbing

269	22 05 23 00 0051		EA	2" Diameter, Crimped Bronze, 250 PSI, Full Port, Lever Ball Valve									$370.62
			Installation		Quantity 1.00	x	Unit Price 314.98	x	Factor 1.1000	=	Total 346.48		
			Demolition		1.00	x	21.95	x	1.1000	=	24.15		
			P-203 Note 4: SOV above ceiling										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Plumbing

270	22 05 23	00 0051	0417	MOD	For Work In Restricted Working Space, Add									$17.91
						Quantity		Unit Price		Factor	=	Total		
					Installation	1.00	x	16.28	x	1.1000	=	17.91		
271	22 11 16	00 0377		EA	2" Diameter, Cut And Thread Existing In Place Galvanized Steel Pipe									$57.05
						Quantity		Unit Price		Factor	=	Total		
					Installation	1.00	x	51.86	x	1.1000	=	57.05		
					2" CW tie in									
272	22 11 16	00 0377	0104	MOD	For Work In Restricted Working Space, Add									$17.12
						Quantity		Unit Price		Factor	=	Total		
					Installation	1.00	x	15.56	x	1.1000	=	17.12		
273	22 11 16	00 0621		EA	1/2" Diameter, Copper Cap									$15.24
						Quantity		Unit Price		Factor	=	Total		
					Installation	1.00	x	13.85	x	1.1000	=	15.24		
					cap for future stub-out (external water fountain)									
274	22 11 16	00 0739		EA	2" Diameter, Crimped Copper Cap									$269.50
						Quantity		Unit Price		Factor	=	Total		
					Installation	4.00	x	54.01	x	1.1000	=	237.64		
					Demolition	2.00	x	14.48	x	1.1000	=	31.86		
					P-201 Demo Notes 2/4: cap existing water pipe.									
275	22 11 16	00 0739	0121	MOD	For Work In Restricted Working Space, Add									$14.32
						Quantity		Unit Price		Factor	=	Total		
					Installation	2.00	x	6.51	x	1.1000	=	14.32		
276	22 11 16	00 0908		EA	1/2" Diameter, Brass Push-Fit Ball Valve(Sharkbite)									$49.67
						Quantity		Unit Price		Factor	=	Total		
					Installation	1.00	x	45.15	x	1.1000	=	49.67		
					valve for future fountain stub out									
277	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.									$2,419.12
						Quantity		Unit Price		Factor	=	Total		
					Installation	80.00	x	24.11	x	1.1000	=	2,121.68		
					Demolition	80.00	x	3.38	x	1.1000	=	297.44		
					Provide hot-water branches to lavatories as required.									
278	22 11 16	00 0915	0122	MOD	For Type K Tubing Instead Of Type L, Add									$110.22
						Quantity		Unit Price		Factor	=	Total		
					Installation	60.00	x	1.67	x	1.1000	=	110.22		
279	22 11 16	00 0915	0127	MOD	For Work In Restricted Working Space, Add									$373.56
						Quantity		Unit Price		Factor	=	Total		
					Installation	60.00	x	5.66	x	1.1000	=	373.56		
280	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.									$1,060.84
						Quantity		Unit Price		Factor	=	Total		
					Installation	40.00	x	24.11	x	1.1000	=	1,060.84		
					Stub out for future exterior fountain									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Plumbing

281	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.						$2,838.88
								Quantity		Unit Price		Factor	Total
							Installation	80.00	x	27.92	x	1.1000 =	2,456.96
							Demolition	80.00	x	4.34	x	1.1000 =	381.92
							Provide hot-water distribution piping from water heater.						
282	22	11	16	00 0916	0122	MOD	For Type K Tubing Instead Of Type L, Add						$132.00
								Quantity		Unit Price		Factor	Total
							Installation	60.00	x	2.00	x	1.1000 =	132.00
283	22	11	16	00 0916	0127	MOD	For Work In Restricted Working Space, Add						$423.06
								Quantity		Unit Price		Factor	Total
							Installation	60.00	x	6.41	x	1.1000 =	423.06
284	22	11	16	00 0920		LF	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.						$816.59
								Quantity		Unit Price		Factor	Total
							Installation	15.00	x	49.49	x	1.1000 =	816.59
							P-203 Note 4: 2" CW up to above ceiling.						
285	22	11	16	00 0920	0122	MOD	For Type K Tubing Instead Of Type L, Add						$79.04
								Quantity		Unit Price		Factor	Total
							Installation	15.00	x	4.79	x	1.1000 =	79.04
286	22	11	16	00 0920	0127	MOD	For Work In Restricted Working Space, Add						$141.41
								Quantity		Unit Price		Factor	Total
							Installation	15.00	x	8.57	x	1.1000 =	141.41
287	22	11	19	00 0041		EA	1/2" Diameter Inlet/Outlet, Flow Through Automatic Trap Primer (JR Smith 2699)						$748.95
								Quantity		Unit Price		Factor	Total
							Installation	2.00	x	340.43	x	1.1000 =	748.95
288	22	11	19	00 0095		EA	Up To 11 Fixture Unit Capacity, 1/2" M.P.T Brass Connection, Copper Body, Piston Type Water Hammer Arrestor (MI Fab MWH-A)						$462.02
								Quantity		Unit Price		Factor	Total
							Installation	2.00	x	201.97	x	1.1000 =	444.33
							Demolition	2.00	x	8.04	x	1.1000 =	17.69
							Install water hammer arrestors						
289	22	11	19	00 0208		EA	Recessed Stainless Steel Hose Box With Vacuum Breaker, Wall Flange And Door (Acorn 8151)						$441.32
								Quantity		Unit Price		Factor	Total
							Installation	1.00	x	371.04	x	1.1000 =	408.14
							Demolition	1.00	x	30.16	x	1.1000 =	33.18
							Remove and replace hose bibb						
290	22	13	13	00 0004		EA	Wall Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply . Excludes fixture, carrier and flush valve.						$6,003.62
								Quantity		Unit Price		Factor	Total
							Installation	4.00	x	1,364.46	x	1.1000 =	6,003.62
291	22	13	16	00 0005		LF	4" Diameter, Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.						$10,086.12
								Quantity		Unit Price		Factor	Total
							Installation	120.00	x	62.98	x	1.1000 =	8,313.36
							Demolition	120.00	x	13.43	x	1.1000 =	1,772.76

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Plumbing

292	22 13 16 00 0005	0111		For Work In Restricted Working Space, Add									$1,182.72
					Quantity		Unit Price		Factor	=	Total		
			Installation		120.00	x	8.96	x	1.1000	=	1,182.72		
293	22 13 16 00 0405		EA	4" No Hub Cast Iron Double Two-Way Cleanout Tee									$560.44
					Quantity		Unit Price		Factor	=	Total		
			Installation		1.00	x	368.77	x	1.1000	=	405.65		
			Demolition		1.00	x	140.72	x	1.1000	=	154.79		
			2-way sewer cleanout										
294	22 13 16 00 0405	0110	MOD	For Below Ground Installation, Add									$11.61
					Quantity		Unit Price		Factor	=	Total		
			Installation		1.00	x	10.55	x	1.1000	=	11.61		
295	22 13 16 00 0405	0111	MOD	For Work In Restricted Working Space, Add									$69.64
					Quantity		Unit Price		Factor	=	Total		
			Installation		1.00	x	63.31	x	1.1000	=	69.64		
296	22 13 16 00 0720		LF	2" Diameter, Schedule 40 Acrylonitrile Butadiene Styrene (ABS) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.									$11,965.80
					Quantity		Unit Price		Factor	=	Total		
			Installation		300.00	x	30.71	x	1.1000	=	10,134.30		
			Demolition		300.00	x	5.55	x	1.1000	=	1,831.50		
297	22 13 16 00 0720	0104		For Work In Restricted Working Space, Add									$2,336.40
					Quantity		Unit Price		Factor	=	Total		
			Installation		300.00	x	7.08	x	1.1000	=	2,336.40		
298	22 13 19 13 0129		EA	8" x 8" Floor Drain With 2" Bottom Outlet, Acid Resistant Top									$9,365.77
					Quantity		Unit Price		Factor	=	Total		
			Installation		4.00	x	2,061.67	x	1.1000	=	9,071.35		
			Demolition		2.00	x	133.83	x	1.1000	=	294.43		
			Install restroom floor drains										
299	22 13 19 13 0129	0006	MOD	For Trap Primer Connection, Add									$173.80
					Quantity		Unit Price		Factor	=	Total		
			Installation		4.00	x	39.50	x	1.1000	=	173.80		
300	22 13 19 33 0012		EA	4" Diameter, Backwater Sewer Valve, Cast Iron, Offset Type With Bronze Swing Check Assembly									$4,063.20
					Quantity		Unit Price		Factor	=	Total		
			Installation		1.00	x	3,574.98	x	1.1000	=	3,932.48		
			Demolition		1.00	x	118.84	x	1.1000	=	130.72		
			CLOSEST LI — GP-A000 City Note 1: private building sewer backwater valve required before final signoff										
301	22 33 30 16 0026		EA	26" Diameter, 2-1/2" Deep, Aluminum Water Heater Drain Pan									$126.94
					Quantity		Unit Price		Factor	=	Total		
			Installation		1.00	x	106.35	x	1.1000	=	116.99		
			Demolition		1.00	x	9.05	x	1.1000	=	9.96		
			new water heater drain pan										
302	22 34 30 13 0010		EA	50 Gallon, 40 MBH, Tall, 67% Efficient, Energy Star, Gas Fired Domestic Water Heater (A. O. Smith GCF-50)									$3,211.52
					Quantity		Unit Price		Factor	=	Total		
			Installation		1.00	x	2,675.32	x	1.1000	=	2,942.85		
			Demolition		1.00	x	244.24	x	1.1000	=	268.66		
			Closest CTC match for American Water Heaters Model FDG62 50T40 3NVR per P-101 Plumbing Fixture Schedule										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Plumbing

303	22 42 13 13 0054		EA	Vertical Adjustable On Stack, No-Hub, Single Water Closet Carrier									$6,331.86
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	1,439.06	x	1.1000	=	6,331.86		
				Carrier for each fixture									
304	22 42 13 13 0054	0297	EA	For Positioning Frame, Add									$293.66
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	66.74	x	1.1000	=	293.66		
305	22 42 13 13 0054	0299	EA	For Supply Pipe Support, Add									$300.74
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	68.35	x	1.1000	=	300.74		
306	22 42 13 13 0054	0302	EA	For Vandal Proof Trim, Add									$403.04
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	91.60	x	1.1000	=	403.04		
307	22 42 13 13 0054	0313	EA	For 4" Branch, Add									$1,025.60
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	233.09	x	1.1000	=	1,025.60		
308	22 42 13 13 0054	0316	EA	For Auxiliary Inlet, Add									$1,280.58
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	291.04	x	1.1000	=	1,280.58		
309	22 42 13 13 0054	0320	EA	For Carrier For Wide Chase Installations, Add									$1,726.38
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	392.36	x	1.1000	=	1,726.38		
310	22 42 13 16 0035		EA	Wall Mounted Hanger Plate Type, Single Urinal Carrier									$694.45
					Quantity		Unit Price		Factor	=	Total		
				Installation	2.00	x	273.45	x	1.1000	=	601.59		
				Demolition	2.00	x	42.21	x	1.1000	=	92.86		
				Wall-mounted urinal carriers									
311	22 42 39 00 0203		EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Angle Stop (SharkBite 23036-0000LF)									$2,379.83
					Quantity		Unit Price		Factor	=	Total		
				Installation	44.00	x	49.17	x	1.1000	=	2,379.83		
312	22 42 43 00 0002		EA	Exposed Manual Water Closet Flush Valve (Sloan Regal-115XL)									$1,292.68
					Quantity		Unit Price		Factor	=	Total		
				Installation	4.00	x	265.38	x	1.1000	=	1,167.67		
				Demolition	3.00	x	37.88	x	1.1000	=	125.00		
313	22 42 43 00 0047		EA	3/4" Diameter Top Spud, Exposed Manual Urinal Flush Valve (Zurn Z6003AV-ULF)0.125 GPF.									$562.52
					Quantity		Unit Price		Factor	=	Total		
				Installation	2.00	x	255.69	x	1.1000	=	562.52		
				CLOSEST LI — GP-A605 Urinal B: exposed flush valve; 0.125 GPF									
314	23 21 13 23 0004		LF	3/4" Schedule 40 Threaded Black Steel Pipe With 150 Lb. Malleable Iron 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.									$914.10
					Quantity		Unit Price		Factor	=	Total		
				Installation	30.00	x	22.93	x	1.1000	=	756.69		
				Demolition	30.00	x	4.77	x	1.1000	=	157.41		
				Provide gas piping connection to new water heater as required.									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Plumbing

315	23	21	13	23 0004	0043	MOD	For Work In Restricted Working Space, Add							$158.40
								Quantity		Unit Price		Factor		Total
							Installation	30.00	x	4.80	x	1.1000	=	158.40
316	33	01	30	11 0003		EA	Initial Set-up And Final Equipment Removal For "Push Camera" Video Camera Inspection, 1" To 12" Diameter Pipe Or Culvert							$1,098.22
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	998.38	x	1.1000	=	1,098.22
							P-201 Demo Note 1: inspect/video existing sewer.							
317	33	01	30	11 0009		LF	4" To 6" Diameter Pipe Inspection, Planning/Analysis PhaseCCTV inspection of pipe interior.							$167.64
								Quantity		Unit Price		Factor		Total
							Installation	60.00	x	2.54	x	1.1000	=	167.64
							P-201 Demo Note 1: sewer video inspection.							
318	33	31	11	00 0136		EA	3" Polyvinyl Chloride (PVC) Sewer And Drain, Cap							$131.34
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	43.43	x	1.1000	=	95.55
							Demolition	2.00	x	16.27	x	1.1000	=	35.79
							GP-A000 City Note 3 / P-201: cap sewer connection before demo.							

Subtotal for Plumbing **$78,777.04**

Sod

319	01	74	19	00 0018		EA	15 CY Low-Boy Dumpster Clean RecyclableFor clean dirt, rock, concrete brick or asphalt with no trash or organics. Includes service to deliver and pick-up dumpster, hauling, rental and disposal fee.							$1,787.96
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	812.71	x	1.1000	=	1,787.96
							Sod disposal							
320	32	91	13	36 0018		SY	Removal Of Sod By Hand							$1,553.20
								Quantity		Unit Price		Factor		Total
							Installation	200.00	x	7.06	x	1.1000	=	1,553.20
							Sod demo							
321	32	91	13	36 0019		SY	Removal Of Sod With Machine							$288.97
								Quantity		Unit Price		Factor		Total
							Installation	355.00	x	0.74	x	1.1000	=	288.97
							Sod demo							
322	32	91	13	36 0021		SY	Pile Sod With Machine							$848.60
								Quantity		Unit Price		Factor		Total
							Installation	555.00	x	1.39	x	1.1000	=	848.60
323	32	92	23	00 0022		MSF	>4,000 To 8,000 SF, Tall Fescue Sod, Installed On Level Ground							$9,274.54
								Quantity		Unit Price		Factor		Total
							Installation	5.00	x	1,686.28	x	1.1000	=	9,274.54
							5,000 SF new sod installed at exterior concrete path							
324	32	92	23	00 0022	0348	MOD	For Hybrid Fescue "Marathon", Add							$545.99
								Quantity		Unit Price		Factor		Total
							Installation	5.00	x	99.27	x	1.1000	=	545.99
325	32	92	23	00 0022		MSF	>4,000 To 8,000 SF, Tall Fescue Sod, Installed On Level Ground							$1,854.91
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	1,686.28	x	1.1000	=	1,854.91
							20% allowance quantity can be adjusted via supplemental							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Sod

326	32	92	23	00 0022	0348	MOD	For Hybrid Fescue "Marathon", Add								$109.20
						Installation	Quantity 1.00	x	Unit Price 99.27	x	Factor 1.1000	=	Total 109.20		

Subtotal for Sod **$16,263.36**

Structural

327	02	41	19	13 0086		EA	Drill 3" Diameter Core In Up To 4" Concrete								$7,358.21
						Installation	Quantity 78.00	x	Unit Price 85.76	x	Factor 1.1000	=	Total 7,358.21		
328	02	41	19	13 0086	0033		For Overhead Ceiling Cores (Where Not Accessible From Above), Add								$2,919.77
						Installation	Quantity 78.00	x	Unit Price 34.03	x	Factor 1.1000	=	Total 2,919.77		
329	02	41	19	13 0176		EA	Drill 1" Diameter Core In >6" To 8" Brick/Concrete Block								$5,430.48
						Installation	Quantity 80.00	x	Unit Price 61.71	x	Factor 1.1000	=	Total 5,430.48		
330	02	41	19	13 0176	0032		For Horizontal Cores, Add								$1,040.75
						Installation	Quantity 78.00	x	Unit Price 12.13	x	Factor 1.1000	=	Total 1,040.75		
331	05	05	21	00 0024		LF	1/4" Horizontal Or Flat Fillet Weld								$232.98
						Installation	Quantity 10.00	x	Unit Price 21.18	x	Factor 1.1000	=	Total 232.98		
332	05	05	21	00 0024	0010		For Up To 25, Add								$76.67
						Installation	Quantity 10.00	x	Unit Price 6.97	x	Factor 1.1000	=	Total 76.67		
333	05	05	23	00 0757		EA	5/8" Diameter x 10" Length, Hot Dipped Galvanized Steel, Low Carbon/Grade 2, Hex Head Bolt								$1,798.72
						Installation	Quantity 80.00	x	Unit Price 20.44	x	Factor 1.1000	=	Total 1,798.72		
334	05	05	23	00 1343		EA	5/8" Diameter, Hot Dipped Galvanized Steel, Low Carbon/Grade 2 Hex Nut								$127.60
						Installation	Quantity 80.00	x	Unit Price 1.45	x	Factor 1.1000	=	Total 127.60		
335	05	05	23	00 1546		EA	5/8", Galvanized, (ASTM F959) A325, Direct Tension Indicator, Load Indicating Washer								$566.28
						Installation	Quantity 156.00	x	Unit Price 3.30	x	Factor 1.1000	=	Total 566.28		
336	05	05	23	00 1574		EA	>1/2" To 7/8" Diameter Drill Through >1/4" To 1/2" Steel Plate								$3,203.20
						Installation	Quantity 80.00	x	Unit Price 36.40	x	Factor 1.1000	=	Total 3,203.20		
337	05	12	23	00 0796		SF	1/4" Thick Flat Steel Plate								$131.95
						Installation	Quantity 5.00	x	Unit Price 23.99	x	Factor 1.1000	=	Total 131.95		
338	05	12	23	00 0796	0031		For Galvanized Steel, Add								$39.55
						Installation	Quantity 5.00	x	Unit Price 7.19	x	Factor 1.1000	=	Total 39.55		
339	05	12	23	00 0798		SF	1/2" Thick Flat Steel Plate								$209.06
						Installation	Quantity 5.00	x	Unit Price 38.01	x	Factor 1.1000	=	Total 209.06		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Structural

340	05	12	23	00 0798	0031		For Galvanized Steel, Add							$77.33
								Quantity		Unit Price		Factor		Total
						Installation		5.00	x	14.06	x	1.1000	=	77.33

Subtotal for Structural **$23,212.55**

Windows

341	01	22	20	00 0095		HR	Maintenance Masonry Worker With Truck And ToolsThis task will be used specifically for maintenance service calls.							$1,535.07
								Quantity		Unit Price		Factor		Total
						Installation		8.00	x	174.44	x	1.1000	=	1,535.07
							S-101 Det. 4: patch abandoned CMU grille-anchor holes.							
342	01	22	20	00 0095	0130	MOD	For Material Supplies On Each Service Call, Add							$11.00
								Quantity		Unit Price		Factor		Total
						Installation		1.00	x	10.00	x	1.1000	=	11.00
343	05	05	19	00 0205		EA	1/4" x 3-1/4" Tapcon Masonry Screw							$434.72
								Quantity		Unit Price		Factor		Total
						Installation		32.00	x	12.35	x	1.1000	=	434.72
							S-101 Det. 4: 4 Tapcons per frame							
344	07	92	13	00 0002		CLF	1/4" x 1/4" Joint, Silicone Sealant And Caulking							$1,030.37
								Quantity		Unit Price		Factor		Total
						Installation		2.56	x	365.90	x	1.1000	=	1,030.37
							window install							
345	07	92	13	00 0002	0092	MOD	For Up To 6 CLF, Add							$55.42
								Quantity		Unit Price		Factor		Total
						Installation		2.56	x	19.68	x	1.1000	=	55.42
346	08	51	13	00 0123		EA	>15 To 20 SF, 4" Frame Depth, HC 65, Fixed Aluminum Window (Traco TR-9500)							$11,809.16
								Quantity		Unit Price		Factor		Total
						Installation		8.00	x	1,210.74	x	1.1000	=	10,654.51
						Demolition		8.00	x	131.21	x	1.1000	=	1,154.65
							Closest CTC match for CR Laurence Series 450/451 / US Aluminum per GP-A615							
347	08	51	13	00 0123	0071		For Clear Anodized Finish, Add							$436.48
								Quantity		Unit Price		Factor		Total
						Installation		8.00	x	49.60	x	1.1000	=	436.48
348	08	56	56	00 0030		SF	3 Lb./SF, Expanded Metal, Inoperable, Steel Security Window Screen							$14,787.63
								Quantity		Unit Price		Factor		Total
						Installation		130.00	x	84.52	x	1.1000	=	12,086.36
						Demolition		130.00	x	18.89	x	1.1000	=	2,701.27
							CLOSEST LI — S-101 Det. 4 requires 12 ga. wire at 1" grid							
349	08	56	56	00 0030	0190	MOD	For Painted Steel, Add							$444.73
								Quantity		Unit Price		Factor		Total
						Installation		130.00	x	3.11	x	1.1000	=	444.73
350	08	81	23	13 0066		SF	1" Thick, Insulated Factory Installed GlassTwo 5/16" lites with 3/8" air space.							$4,521.66
								Quantity		Unit Price		Factor		Total
						Installation		130.00	x	31.62	x	1.1000	=	4,521.66
							multipurpose windows							
351	08	81	23	13 0066	0060		For Low-E Coated Glass, Add							$1,131.13
								Quantity		Unit Price		Factor		Total
						Installation		130.00	x	7.91	x	1.1000	=	1,131.13

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141796.00
Work Order Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)

Windows

352	08	81	23	13 0066	0066		For One Piece Fully Tempered Glass, AddDouble UOM if applied for both interior and exterior glazing							$1,807.52
								Quantity		Unit Price		Factor		Total
						Installation		260.00	x	6.32	x	1.1000	=	1,807.52
353	12	24	13	00 0120		EA	4' High x 4' Wide, 5 To 6% Openness Factor, EuroVeil 5100, 5200 And 5300 Series Shade							$2,995.26
								Quantity		Unit Price		Factor		Total
						Installation		8.00	x	321.86	x	1.1000	=	2,832.37
						Demolition		8.00	x	18.51	x	1.1000	=	162.89
							Install Mecho/5 roller shades at W1–W8							
354	12	24	13	00 0120	0033	MOD	For Installation In Concrete Or Steel, Add							$161.83
								Quantity		Unit Price		Factor		Total
						Installation		8.00	x	18.39	x	1.1000	=	161.83

Subtotal for Windows **$41,161.99**

Proposal Total **$957,662.98**

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: **%**

GORDIAN®

Subcontractor Listing

Date: June 03, 2026

Re:
IQC Master Contract #: CA-R8-GB-101723-WYT
Work Order #: 141796.00
Owner PO #:
Title: Burbank Robert Gross Park (Seismic retrofit and bathroom remodel)
Contractor: Wyatt Trapp Inc.
Proposal Value: $957,662.98

Name of Contractor	Duties	Amount	%
Beauty Kiss	VCT, flooring, roller shades	$35,000.00	3.65
Brothers Ironworks Inc	Pedestrian ADA gate, fencing & windows screens	$42,000.00	4.39
CSC Concrete Sawing & Coring	Sawcut and, slab and concrete demo	$17,000.00	1.78
DCE Electric Inc	Electrical, light fixtures	$70,000.00	7.31
Emergency Management Solutions	Asbestos and lead abatement	$15,000.00	1.57
Foothill Painting Company Inc	Painting	$60,000.00	6.27
LA Ceilings	Ceiling grid & mechanical registers	$47,200.00	4.93
Precision Plumbing Systems Inc.	Plumbing	$84,000.00	8.77
Refined Construction	Exterior concrete, bathroom partitions, and tile	$155,000.00	16.19
The Rain Gutters	Gutters & downspouts	$10,000.00	1.04

WYATT TRAPP INC.

Robert E. Gross Park — Detailed Scope of Work

DETAILED SCOPE OF WORK

with Assumptions, Clarifications & References

Robert E. Gross Park Community Center Building — Seismic Retrofit & Renovation

City of Burbank, Public Works Department
Permit BS2023361 · ezIQC Job Order 141796.00
Prepared by Wyatt Trapp Inc. · Sourcewell Contract CA-R8-GB-101723-WYT

WTI's scope is priced to the Bid Set / Plan Check #3 (100%) plans, as drawn, and is organized by work area so each item can be reviewed line for line.

Contents

1. Project Overview
2. Scope of Work
3. General & Site Conditions
4. Clarifications & Exclusions
5. Assumptions
6. References
7. Proposal Value

1. Project Overview

Wyatt Trapp Inc. (WTI) proposes to furnish all labor, materials, equipment, and supervision required to complete the seismic retrofit and renovation of the Robert E. Gross Park Community Center building for the City of Burbank, delivered under the Sourcewell cooperative Job Order Contracting (JOC) program administered by The Gordian Group. Pricing is developed on Gordian ezIQC Construction Task Catalog (CTC) unit prices with applicable adjustment factors.

The scope below is organized by work area so each item can be reviewed line for line. WTI's scope is priced to the Bid Set / Plan Check #3 plans as drawn, and any item that becomes additional or changed scope is handled by Change Order using the City's Change Order form with the corresponding Gordian Supplemental. The cover sheet (GP-A000) identifies the seismic upgrade as voluntary; WTI includes this work as drawn.

2. Scope of Work

1. Seismic Retrofit

- Seismically strengthen and retrofit the building at the roof connection to the CMU walls, per the structural drawings (S-001, S-100, S-101).
- New bolts in the soffit area along the long wall — core through the concrete and CMU, set hex bolts with direct-tension-indicator washers and steel plates.
- New bolts along the short wall of the building.
- Seismic lateral bracing of the suspended ceiling grid, mechanical, and lighting per ASCE 7-16.
- The plates and bolt heads remain exposed at the connection locations; no soffit demolition, repair, or under-eave venting is included.
- Special inspection of the ceiling suspension system per ICC ESR-1308, Section 4.9.

2. Exterior ADA Improvements

- New ADA-compliant pedestrian gate per C-101 — cut and re-marry the existing fencing, new steel-tube fence and a single 3′-6″ swing gate with park-side push-bar panic exit hardware, new concrete landing on aggregate base, and a security screen at the gate.
- Remove and replace portions of the existing sidewalk and pathways around the building to provide level ADA surfaces — demolition, aggregate base, grading, new broom-finish concrete, and detectable-warning truncated domes.
- New ADA parking spaces adjacent to the building restrooms — striping, van-accessible symbol and pavement markings, signage and posts; final location and count per the civil / striping plan.

3. Bathroom Upgrades

- Demolish existing fixtures, accessories, and interior finishes; saw-cut and remove the existing slab; demolish two exterior CMU partitions at the doorways.
- New metal-stud framed walls with insulation, wood blocking and recessed steel access doors at concealed valves (P-100 Note 6).
- New building sewer service and restroom waste piping tied into the existing sewer near the building, with a new two-way cleanout and a private building-sewer backwater valve (GP-A000 City Note 1); existing sewer to remain is cleaned and video-inspected (P-201 Note 1).

- Cold and hot water in Type “L” copper above the ceiling and within walls (P-203).
- New polished concrete floor
- Demolish the existing wall tile and install new porcelain wall tile (WT-1).
- New floor-mounted, overhead-braced stainless-steel ADA toilet partitions.
- New accessories — toilet-tissue and seat-cover dispensers, grab bars, and hand dryers, and baby-changing stations in the all-gender restrooms; existing soap dispensers removed and reinstalled (reused).
- New plumbing fixtures — wall-hung water closets and urinals, barrier-free lavatories with trap-cover enclosures, and ADA metering faucets — with carriers, angle stops, flush valves, trap primers, water-hammer arrestors, and floor drains.
- New bi-level stainless drinking fountain at the restroom core, with an exterior stub-out for a future outdoor fountain.
- New bathroom exhaust fans and vent ducting into existing roof vents. No new roof penetrations.

4. Lighting Fixture Replacements

- Remove the existing fluorescent fixtures and recycle the fluorescent lamps (E-101 Note 1).
- New 2′×4′ LED lay-in fixtures (Type A) and lay-in with emergency battery (Type A1) per E-102, fed from existing Panel A; new conduit, wire, flexible whips, and junction boxes; updated typed panelboard directory reflecting the modified circuiting (E-101 Note 2).
- New recessed LED downlights (Type B).
- Existing exit fixtures are protected, removed, cleaned, and remounted to the ceiling grid (E-101 Note 3). No new exit fixtures are supplied.
- Remove existing flood-light fixtures and run conduit and wire back to source; cap abandoned connections (E-101 Note 4).
- Fixture replacement is limited to the rooms identified on E-101 Note 1 — Multipurpose Room, Kitchen, Men’s and Women’s Restrooms, exterior downlights, and Utility Closet. The Storage Room is shown Not In Scope on E-101 and is excluded.

5. Ceiling Grid and Tiles

- Remove existing ceiling tiles and install new Armstrong Ultima beveled-tegular acoustical ceiling tiles.
- New T-bar grid at the restrooms, and kitchen; retain the existing grid elsewhere.
- Seismic lateral bracing of the suspended ceiling (vertical strut and diagonal wires at the detailed spacing). Roof deck is not suitable for penetrations. Vertical struts will fall along lines with metal framing.
- Prime and paint the existing ceiling grid.
- Remove and reinstall / replace the HVAC intakes, diffusers, and registers in the grid; preserve the ducts above the ceiling.
- Install the new lighting fixtures.

6. Interior Wall Finishes

- Prepare existing surfaces, fix wall defects, and prime and paint (PT-1).
- Install new resilient coved base.
- New manual roller shades at the multipurpose windows per GP-A600.

7. Floor Finishes Renovation

- Remove existing floor finishes (VCT) and adhesive; prepare the subfloor.
- Install new LVT flooring in the Community Room.
- Install the new restroom floor as polished concrete.

8. Exterior Building Upgrades

- Prepare existing wall surfaces and trim (hand-scrape, pressure-wash) and repaint the exterior — walls PT-2; trim, eave, soffit, fascia, gutter/downspout, windows, and miscellaneous metal PT-3.
- Install new exterior LED downlights.
- Remove existing security grills and windows; install new energy-efficient aluminum windows (tempered, Low-E, insulated).
- Install new expanded-metal security screens / window protective coverings (S-101 Det. 4); patch abandoned grille-anchor holes.
- Install new solid hollow-metal exterior doors.

9. Interior Access Doors

- Not included by WTI. Neither the Demolition Plan (GP-A100) nor the Proposed Floor Plan (GP-A110) depicts removal or infill of the existing interior double doors; the work is excluded and would be added by Change Order if directed. Door E1 receives a swing modification per the door schedule.

10. Wall Divider

- Replace the existing accordion partition / room divider with a new in-kind unit and overhead track. The divider is carried as a placeholder pending the City's product specification (Appendix C); the final make and model are to be confirmed at submittal.

11. Roof and Gutters

- Roof to remain.
- New aluminum gutters with end caps, miters, and wire strainers, and new aluminum downspouts (5″ square basis).
- Existing metal fascia remains in place and is prepped and repainted PT-3 (full fascia run, hand-scrape / prep and two-coat finish), priced as defined CTC paint line items.
- Fascia repair and replacement — where fascia is found dented, loose, corroded, or otherwise deteriorated during prep, WTI repairs it in place; sections that are unsalvageable are replaced in kind with new prefinished aluminum fascia of matching profile, including fasteners, sealant, and coordination with the new gutter installation. This work is carried as defined CTC line items (a stated repair / replacement quantity of fascia per the WTI takeoff on the aluminum-fascia line) rather than as an open dollar allowance. Quantities are reconciled against actual field conditions; any overage is handled by Change Order.
- Gutter leaf guard carried as an optional add-alternate, pending the City's direction.

12. Exterior Doors

- New hollow-metal doors and knock-down hollow-metal frames at the existing openings (N1–N6), per the GP-A615 door schedule. Existing frames at door openings E1–E6 are retained and receive paint only.

- N1–N4 (multipurpose): crossbar panic hardware, heavy-duty closers, kick plates, offset pulls, and door holders.
- N5–N6 (restroom): privacy locksets and closers.
- Aluminum saddle thresholds and floor-transition strips; door E1 swing modification.

13. Windows

- New fixed aluminum windows, clear anodized, with insulated, tempered glazing per the GP-A615 window schedule.
- New metal security window screens (window protective coverings).
- New manual roller shades at the windows.

14. Water Lines

- Domestic water relocated above the ceiling in Type “L” copper with a shutoff valve (P-203 Note 4); 2″ cold-water tie-in.
- New gas water heater with drain pan, replacing the existing unit.

15. Exterior Utilities

- Two-way sewer cleanout at the connection between the new and existing sewer lateral.
- Should Special Notes 1–6 on P-203 represent actual field conditions, limited exterior water-service work for the water service relocated to the ceiling is included.
- Should Special Notes 1–6 on P-203 NOT represent actual field conditions, work to comply with code and city specs will be handled as a Change Order / Gordian Supplemental.
- Capped copper stub-out and valve for a future exterior drinking fountain.

3. General & Site Conditions

- Project management and coordination — baseline subcontractor coordination, submittals, RFIs, and closeout are included in the adjustment factor. Separately priced at the City's direction: an enhanced Site Logistics Plan (beyond a standard job-site layout, incorporating Parks & Recreation field coordination and revision) and the City's project-meeting cadence (periodic coordination meetings through pre-construction and construction per the City Project Manager's direction).
- Payment and performance bonds per the Sourcewell Agreement.
- Mobilization and demobilization of equipment (skid-steer, mini-excavator, scissor lift).
- Underground utility survey (electromagnetic / GPR) prior to plumbing break-and-remove; DigAlert (USA) location and a joint pre-construction utility walk with the City.
- Demolition dust control (portable negative-air machines and filters) and plastic-sheet protection of finishes.
- Temporary fencing with shade cloth and sandbags, storm-drain inlet guards, and straw-wattle sediment barriers.
- Temporary restroom facilities (standard and ADA portable toilets and a handwash station) during the restroom out-of-service period.
- Construction signage — project sign, temporary ADA-parking signs, and restroom signage.

- Dumpsters and debris hauling (general construction debris and concrete/asphalt low-boys); recycling of demolished materials per LA County green requirements, including recycling of the removed fluorescent lamps.
- Compaction testing and final cleaning of the work area.
- Lead & Asbestos Abatement (Environmental Allowance). Lead and asbestos abatement is carried under the $15,000 Environmental Allowance and is performed by a licensed/certified abatement subcontractor engaged and contracted by WTI, selected from firms recommended by the City's construction manager. Confirmatory lead and asbestos testing is in progress; the Asbestos & Lead Materials Summary (Appendix D) will govern final abated quantities. WTI assumes no abatement cost beyond the Environmental Allowance; unused allowance funds are credited to the City, and any scope exceeding the allowance — or hazardous materials not identified in the Summary — is handled by Change Order / Gordian Supplemental.
- Repair of buried irrigation lines and heads damaged during excavation — carried as defined CTC line items (replacement sprinkler heads, PVC piping, and irrigation control wire) addressing the Appendix E latent-condition risk; quantities reconciled in the field and any overage handled by Change Order.
- New SOD (Marathon II) — carried as defined CTC sod line items per WTI takeoff (≈5,000 SF) plus a 20% allowance-quantity line per City direction, including sod removal, topsoil, and placement.

4. Clarifications & Exclusions

The base price does not include the following. Any item below that becomes required scope will be addressed by Change Order using the City’s Change Order form with the corresponding Gordian Supplemental.

- Removal and infill of the existing interior double doors (not depicted on GP-A100 or GP-A110).
- Lighting fixture replacement in the Storage Room, which is shown Not In Scope on E-101.
- High-impact glazing; the window schedule specifies tempered, insulated, which is priced.
- Kitchen cabinet fronts, doors, or hardware (carried as a possible alternate; existing kitchen doors receive paint only).
- Hazardous-material testing or abatement materially in excess of the Environmental Allowance, or hazardous materials not identified in the Asbestos & Lead Materials Summary.
- Assessment or remediation of the source of water staining observed in the existing ceiling grid; the price assumes no remediation is required.
- Any roof repair or water-intrusion remediation.
- New water-service begins at the 2” valve above the utility/service closet.
- Per the contractor’s position, Special Notes 1–6 on P-203 are not believed to represent actual field conditions; no work shall be done by the contractor to satisfy those notes or to bring the conditions into the state assumed therein.
- Gutter leaf guard, carried as an optional add-alternate pending the City’s direction.
- Permit fees are to be paid by the City.

5. Assumptions

This proposal is built on the following assumptions. Where the City's intent differs from any assumption, the difference will be addressed through the Change Order process.

1. Pricing is developed on the closest available Sourcewell ezIQC CTC line items. Where a specified product has no exact CTC match, the closest equivalent is carried.
2. Window glazing is tempered, double-glazed — not high-impact.
3. New hollow-metal frames are provided at the existing openings; existing frames are not reused at those locations.
4. The existing backflow preventer and existing PRV / RPBP assembly remain in place; WTI's water-service scope begins in the ceiling above the service/utility room.
5. Existing soap dispensers are reused; existing exit fixtures are remounted, and no new exit fixtures are supplied.
6. The restroom slab is fully demolished and replaced.
7. Window protective coverings are new security screens replacing the existing grills.
8. Roller shades are included per GP-A600.
9. The seismic upgrade is delivered as drawn; the cover sheet (GP-A000) notes it is voluntary.
10. The plumbing plans predate the architectural set; latent-condition Change Order language applies if field conditions differ from the older as-built assumptions.
11. Contract time is expressed in calendar days; the City pays permit fees interdepartmentally.

6. References

This Detailed Scope of Work and the accompanying price proposal are based on WTI's review and pricing of the following City-issued and supporting documents, codes, and contract instruments.

1. Bid Set / Plan Check #3 / 100% Plan Set (Appendix A)
2. Appendix B — Technical Specifications.
3. Appendix C — City Product Cut Sheets.
4. Appendix D — Asbestos & Lead Materials Summary.
5. Appendix E — Existing Conditions / Record Drawings.
6. Accessibility Memo.

7. Proposal Value

The total proposal value is established by the accompanying Gordian ezIQC Contractor Price Proposal.

Total Proposal Value: $957,662.98

MEMORANDUM

CITY ATTORNEY'S OFFICE

DATE: July 28, 2026

TO: Justin Hess, City Manager

FROM: Joseph McDougall, City Attorney
BY: Catherine Kim, Senior Assistant City Attorney

SUBJECT: July 28, 2026 City Council Meeting Consent Calendar Item No. 1 – Adoption of a Resolution Approving a Cooperative Agreement with Wyatt Trapp, Inc. for the Robert E. Gross Park Seismic Retrofit and Renovation Project

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During a review of the posted materials for the above-referenced agenda item, staff identified that the Attachment 2 - Contract Amendment included in the agenda packet should be replaced with an updated version that aligns with our latest contracting processes. This memorandum transmits the corrected and supplemental materials so that the City Council and the public have access to the complete and current project documents.

Summary of Updates:

- The previously posted Sourcewell Contract Amendment has been replaced with the updated Sourcewell Contract Amendment.

ATTACHMENTS

1. Updated Attachment 2 – Contract Amendment

JOB ORDER CONTRACT

SOURCEWELL

AMENDMENT TO CONTRACT NO. CA-R8-GB-101723-WYT

The City of Burbank ("City"), as a participating entity of Sourcewell, and Wyatt Trapp, Inc. ("Contractor"), desire to use an existing contract between Sourcewell and Contractor dated executed December 6, 2023, which provides indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property ("Agreement" or "Contract No. CA-R8-GB-101723-WYT".) The documents that comprise Contract No. CA-R8-GB-101723-WYT, between Sourcewell and Contractor, are hereby adopted and incorporated into this agreement, except as amended and supplemented below. This attachment sets forth the terms and conditions of the **Robert E. Gross Park Seismic Retrofit and Renovation Project, Work Order No. 141796.00** 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**: Section I, Item H is amended and restated by the following:

   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.** Section III, Item A, Subsection 1 is amended and restated as follows:

   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 A, Page 4: COMPLIANCE.** Section III, Item A, Subsection 2 is amended and restated as follows:

   2. *Licenses*. The Contractor agrees to provide the Contractor State License Board (CSLB) License Number and Department of Industrial Relations (DIR) Registration Number for Contractor, any of its subsidiaries and any subcontractor working on behalf of Contractor. Such license(s) and registration(s) shall be in good standing for the life of this Agreement.

      No contractor or subcontractor may be listed in this contract or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

4. **General Terms and Conditions, Section III, Item B, Page 4: PUBLIC FACILITIES, IDENTIFICATION, AND SECURITY REQUIREMENTS.** The following paragraphs shall be added as follows:

   The City reserves the right to require all persons, including any of its subsidiaries and any subcontractor working on behalf of Contractor, with physical access to the project site, including parking lots and parking garages, to undergo a background and fingerprint-based criminal offender record information search pursuant to the California Code of Regulations, Title 11, Division 1, Chapter 7, Article 1, Subsections 703(d) and 707(b).

   If required, Contractor will have ten (10) calendar days, from date of the commencement of this Agreement, to have those individuals coming on-site to submit to LiveScan through the City of Burbank Management Services Department. The current cost is $52.00 payable in cash by the Contractor. No individual will be allowed to perform work unless a successful LiveScan report is on-file with the Burbank Police Department. If three (3) or more individuals have an unacceptable LiveScan report, the City reserves the right to terminate the contract.

5. **General Terms and Conditions, Section III, Item M, Page 9: SUBCONTRACTORS.** The following paragraph shall be added as a new subsection 4 as follows:

   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.

6. **General Terms and Conditions, Section III, Item R, Page 11-12: PROTECTION OF PERSONS AND PROPERTY.** The following paragraph shall be added as a new subsection 4-5 to include CAL/OSHA requirements as follows:

   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.

7. **General Terms and Conditions, Section IV, Item L, Page 21: BONDS: PAYMENT AND PERFORMANCE OR MATERIAL AND WORKMANSHIP**: Section IV, Item L is amended and restated as follows:

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, 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.

8. **General Terms and Conditions, Section IV, Item M, Page 21: TERMINATION OF ORDERS**: Section IV, Item M is amended and restated as follows:

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.

9. **General Terms and Conditions, Section V, Item A, Page 21-22: PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS.** Section V, Item A is amended and restated as follows:

A. CONTRACTOR'S LABOR AND WAGE RATES (PER BMC 2-2-120 AND CALIFORNIA LABOR CODE SECTION 1782).

1. 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.

2. 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.

3. 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.

4. The Contractor shall pay to workers needed to execute the Agreement the per diem wages as defined in Labor Code Section 1773.9.

5. 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.

6. 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.

10. **General Terms and Conditions, Section V, Item D and E, Page 23: PARTIAL PAYMENTS and FINAL PAYMENTS**: Section V, Items D-E shall be amended and restated as follows:

D. 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.

E. 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.

11. **General Terms and Conditions, Section V, Item F, PAYROLL RECORDS.** The following paragraph is added as a new Section V, Item F as follows:

F. 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.

12. **General Terms and Conditions, Section VII, Item C, Page 25: TAXES**: Section VII, Item C shall be amended and restated as follows:

C. 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.

13. **General Terms and Conditions, Section VIII, New Item I, Page 26: EXECUTION COUNTERPARTS**: The following paragraph is added as a new Section VIII, Item I as follows:

I. 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.

14. **General Terms and Conditions; Section XIII, Page 27: GOVERNING LAW, JURISDICTION, AND VENUE**: Section XIII shall be amended and restated as follows:

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.

15. **General Terms and Conditions; Section XVI, Item C, Pages 27-28: LIQUIDATED DAMAGES**: Section XVI shall be amended and restated as follows:

C. LIQUIDATED DAMAGES.

1. 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.

2. 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.

16. **General Terms and Conditions, Section XVII, Page 28-31: INSURANCE**: Section XVII shall be amended and restated as follows:

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.

E. **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.

AUTHORITY TO EXECUTE. The Party signing this on behalf of the Contractor represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations.

Wyatt Trapp, Inc.	City of Burbank
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Approved as to Form
Office of the City Attorney

Signature

Print

Title

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: _____

SIGNED: _____

PRINT NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____)_____

FAX TELEPHONE NUMBER: (_____)_____

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.

WORKERS' COMPENSATION CERTIFICATION

Section 1861 of the California Labor Code; each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Respondent _____

Signature _____

Name _____

Title _____

Date _____

*First-tier subcontractors to submit this completed form as part of the prior to issuance of the Purchase Orders. All lower-tiered subcontractors must submit this form to the City's Representative prior to performing work.

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, Respondent certifies subject to penalty for perjury that the option checked below relating to Respondent's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*.) is true and correct (SELECT ONE):

☐ **Option 1:** Respondent is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ **Option 2:** City has exempted Respondent from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ **Option 3:** The amount of the Contract payable to Respondent for the Project does not exceed $1,000,000.

Respondent _____

Signature _____

Name _____

Title _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ of _____,
[INSERT TITLE] [INSERT RESPONDENT FIRM NAME]
the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. Respondent has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham Proposal, or to refrain from responding. Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of Respondent or any other proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other proposer. All statements contained in the Proposal are true. Respondent has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Respondent _____

Signature _____

Name _____

Title _____

FLEET COMPLIANCE CERTIFICATION

Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"), in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to any person, business, or government agency who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Respondent hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of the Regulation. Respondent hereby certifies, subject to penalty for perjury, that the option checked below relating to the Respondent's fleet ("Fleet") is true and correct (SELECT ONE):

☐ **OPTION 1:** The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ **OPTION 2:** The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ **OPTION 3:** Respondent is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Respondent shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ **OPTION 4:** The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Respondent shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ **OPTION 5:** The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Respondent _____

Signature _____

Name _____

Title _____

Respondent must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the City funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with City funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

Respondent hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) Respondent is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind Respondent. This certification is made under the laws of the State of California.

Respondent _____

Signature _____

Name _____

Title _____

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we, **Wyatt Trapp, Inc.** as Principal, and _____ as Surety, are held and firmly bound to the City of Burbank in the sum of **Nine Hundred Fifty-Seven Thousand, Six Hundred Sixty-Two and 98/100 Dollars ($957,662.98),** 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 **Robert Gross E. Park Seismic Retrofit and Modernization Project, Work Order No. 141796.00,** 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 _____ day of _____, 20___.

_____	_____
Surety	Principal
By_____	By_____
_____	_____
Print Name	Print Name/Title

_____
Address

_____

(_____)_____
Telephone Number

(_____)_____
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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, **Wyatt Trapp, Inc.** as Principal, and _____ as Surety, are held and firmly bound unto City of Burbank hereinafter called "OWNER," in the sum of **Nine Hundred Fifty-Seven Thousand, Six Hundred Sixty-Two and 98/100 Dollars ($957,662.98),** 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 **Robert E. Gross Park Seismic Retrofit and Modernization Project, Work Order No. 141796.00 ,** 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 _____ day of _____, 20_____.

_____ _____

Surety Principal

By:_____ By: _____

_____ _____

Print Name Print Name/Title

_____

Address

_____

(_____)_____

Telephone Number

(_____)_____

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.

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: July 28, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: David Kriske, Assistant Community Development Director – Transportation
BY: Karla Aguilar, Administrative Analyst II

SUBJECT: Adoption of a Resolution Approving Measure M MSP-5 Subregional Fund Programming for Fiscal Years 2028-29 and 2029-30

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK UPDATING THE PROJECTS TO BE SUBMITTED TO THE ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY FOR FUNDING THROUGH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY MEASURE M MULTI-YEAR SUBREGIONAL PLAN TO INCLUDE THE OLIVE AVENUE BRIDGE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT AND THE BURBANKBUS TRANSIT AND MAINTENANCE FACILITY IMPROVEMENTS PROJECT, AND APPROVING A SAMPLE FUNDING AGREEMENT (Attachment 1).

BACKGROUND

Measure M is Los Angeles County's voter-approved transportation sales tax measure that provides funding for transportation improvements throughout the region. One component of Measure M is the Multi-Year Subregional Program (MSP), which distributes funding to County subregions for transportation projects that address local mobility needs and priorities.

The City of Burbank is a member of the Arroyo Verdugo Communities Joint Powers Authority (AVCJPA), a subregional partnership consisting of Burbank, Glendale, La Cañada Flintridge, Pasadena, South Pasadena, and a portion of the County of Los

Angeles. Through the MSP process, Metro allocates funding to each subregion, and the AVCJPA is responsible for developing project programming recommendations for eligible transportation improvements within member jurisdictions.

The AVCJPA Board has previously allocated these Measure M subregional funds proportionally to each member jurisdiction based on population. Five projects for Burbank have currently been funded through this program, which are listed in Table 1 below.

Table 1

Project	**Measure M Funding**	**Project Status**
Victory Blvd Connectivity Gap Closure (Burbank Channel Bikeway Project)	$3,000,000	Complete
BurbankBus State of Good Repair – Bus Replacement	$1,800,000	Vehicles Delivered
BurbankBus Zero Emission Transit Vehicle Replacement Project	$4,396,987	In Procurement
BurbankBus Zero Emission Transit Vehicle Replacement Project (Phase 2)	$5,656,095	Planned
TOTAL	**$14,853,082**	

Table 1: Measure M Arroyo Verdugo Subregion Measure M Multi-Year Subregional Program Current City of Burbank Project List

For the MSP-5 funding cycle, the AVCJPA received funding allocations for Fiscal Years 2028-29 and 2029-30. Based on the adopted subregional distribution formula, the City of Burbank is anticipated to receive approximately $7.63 million in Measure M Subregional Program funding over the two-year period. As part of the MSP programming process, local jurisdictions must identify eligible projects and obtain local approval prior to submitting project recommendations to the AVCJPA and Metro.

DISCUSSION

Staff recommends that the Council approve the submission of two new projects for the City's anticipated Measure M MSP-5 funding allocation. These proposed projects advance several City Council transportation priorities.

Olive Avenue Bridge Pedestrian Safety Improvements

The Olive Avenue Bridge over Interstate 5 serves as a critical pedestrian connection between Downtown Burbank, the Burbank Metrolink Station, regional transit services, employment centers, and nearby residential neighborhoods. The bridge supports multimodal travel by providing direct access between transit services and key activity centers within the City.

The proposed project will replace the existing pedestrian bridge railing with a higher safety barrier designed to improve pedestrian protection along this heavily utilized corridor. The existing railing is approximately 38 to 39 inches in height, and the proposed project would replace the existing bridge railing with a higher pedestrian safety barrier designed to improve protection for pedestrians and cyclists using the bridge.

Project design has been completed, and construction funding is proposed through Measure M MSP-5 Subregional Funds. The total project cost is estimated at approximately $4.546 million, including construction, contingency, and project delivery costs. Construction is anticipated to begin in Fall 2027 and be completed by Summer 2028. To meet this accelerated schedule, staff will request that Metro advance the City's FY 2029-30 funding allocation to an earlier fiscal year in order to support timely project delivery. Completion of the project will enhance safety along a key active transportation route and improve access to transit services.

BurbankBus Transit and Maintenance Facility Improvements

On June 2, 2026, the City Council approved a Purchase and Sale Agreement to acquire the property at 110 W. Olive Avenue adjacent to the Downtown Burbank Metrolink Station for the purpose of accommodating existing and future City operations. One potential use of a portion of this property is the development of a BurbankBus operations and maintenance facility to support transit operations, fleet maintenance, and the infrastructure needed to support the transition to a zero-emission bus fleet, including charging equipment and related support facilities. Under the California Air Resources Board's Innovative Clean Transit (ICT) Regulation, transit agencies are required to transition to a 100 percent zero-emission fleet by 2040, and beginning in 2029, all new bus purchases must be zero-emission vehicles.

The project would provide funding to "adaptively reuse" a portion of the site currently operating as a steel fabrication facility to allow for electric BurbankBus vehicles to be maintained, stored, and charged. Design activities are anticipated to begin in 2029 and be completed by December 2030. The total project cost is estimated at approximately $3.1 million. Funding for project design will be provided through Measure M and City funds, while MSP-5 funds are proposed for construction. The proposed facility represents a significant investment in the City's transit infrastructure and will position BurbankBus to

meet future operational requirements, reduce its operations costs, and support long-term sustainability goals.

The proposed MSP-5 funding program balances investments in transportation safety, active transportation connectivity, transit infrastructure, and state-mandated fleet modernization efforts. Together, these projects advance the City's transportation priorities while maximizing available Measure M Subregional Program funding.

If AVCJPA and Metro approve funding for the City's additional battery electric transit vehicles, the City will be required to enter into a Measure M Funding Agreement for the project. The Funding Agreement is substantially similar to prior Metro funding agreements. Under the proposed resolution, staff requests that Council approve the sample Funding Agreement and authorize the City Manager to make minor modifications as may be necessary, subject to review by the City Attorney's Office.

Burbank Transportation Commission Recommendation

On June 24, 2026, the Transportation Commission reviewed staff's proposed Measure M MSP-5 funding recommendations and unanimously voted to recommend City Council approval of the proposed funding program.

ENVIRONMENTAL REVIEW

The proposed resolution has been reviewed for compliance with the California Environmental Quality Act (CEQA). Based on City staff's assessment, this resolution does not constitute a "project" pursuant to CEQA Guidelines section 15378 (b)(4), which excludes items involving the general creation of governmental funding mechanisms or fiscal activities.

FISCAL IMPACT

There is no immediate fiscal impact associated with adding the Olive Bridge Pedestrian Safety Improvements and the BurbankBus Transit and Maintenance Facility Improvements to the City's list of Measure M subregional equity projects. If approved by the AVCJPA, funding in the amount of $7,629,234 will be reimbursed to the City after eligible costs are incurred. Staff will request budget authorization as part of the annual Capital Improvement Program process to proceed with the projects.

CONCLUSION

The City's Measure M MSP-5 Subregional Fund allocation provides a valuable opportunity to invest in transportation infrastructure that improves safety, strengthens transit operations, enhances multimodal connectivity, and supports compliance with future zero-emission transit requirements. The proposed Olive Avenue Bridge Pedestrian Rail Improvement Project and BurbankBus Transit Facility Project address critical transportation needs and align with regional and local mobility objectives. Staff

recommends the City Council authorize submission of the programming recommendations to the AVCJPA and Metro.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Measure M Multi-Year Subregional Funding Program – City of Burbank Allocations
Attachment 3 – Measure M Multi-Year Subregional Program Fund Allocations

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK UPDATING THE PROJECTS TO BE SUBMITTED TO THE ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY FOR FUNDING THROUGH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY MEASURE M MULTI-YEAR SUBREGIONAL PLAN TO INCLUDE THE OLIVE AVENUE BRIDGE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT AND THE BURBANKBUS TRANSIT AND MAINTENANCE FACILITY IMPROVEMENTS PROJECT, AND APPROVING A SAMPLE FUNDING AGREEMENT.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. In 2016, Los Angeles County voters approved Measure M, a ½-cent sales tax levied by Los Angeles County voters to fund transportation improvements.

B. Measure M includes a Multi-Year Subregional Program (MSP), which provides funding for transportation capital projects in the various subregions of Los Angeles County. The Arroyo Verdugo Communities Joint Powers Authority (AVCJPA) receives MSP funding programmed for the Arroyo Verdugo Subregion from the Los Angeles County Metropolitan Transportation Authority (Metro) on behalf of its members, which includes the City of Burbank. Metro has currently allocated $72.4 million in MSP funds for Transit Programs and Modal Connectivity and Complete Streets Projects. The AVCJPA Board approves a Funding Program for Measure M MSP funds that identifies each project funded by the MSP funds.

C. In 2024, the Burbank City Council updated its project list and funding amounts for submission to the AVCJPA Board and directed Burbank's representative on the Board to advocate for these projects. The projects were: 1) the Victory Blvd. Connectivity Gap Closure Project for $3,000,000; 2) BurbankBus State of Good Repair Bus Replacement for $1,800,000; 3) BurbankBus Zero Emission Transit Vehicle Replacement Project, and 4) BurbankBus Zero Emission Transit Vehicle Replacement Project Phase 2. These projects were funded by the AVCJPA Board and were approved by Metro in January 23rd, 2025.

D. Now, the City Council desires to include the Olive Avenue Bridge Pedestrian Safety Improvements Project and the BurbankBus Transit and Maintenance Facility Improvements Project within its list of projects to be submitted to the AVCJPA Board as it considers updating its Measure M MSP Funding Program to allocate new funding to projects, including those for the City. The list of Burbank's Measure M MSP projects is included with this Resolution as Exhibit A, and includes projects already approved by the City, AVCJPA, and Metro, as well as these new projects.

E. The Council further exercises its independent judgment and finds that approval of this resolution does not constitute a "project" pursuant to CEQA Guidelines section 15378 (b)(4), which excludes items involving the general creation of governmental funding mechanisms or fiscal activities.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The list of projects to be submitted to the Arroyo Verdugo Communities Joint Powers Authority Board to be funded under the Metro Measure M MSP Program included in Exhibit A is hereby approved. The City Council directs the City Manager to work with staff from the Arroyo Verdugo Communities Joint Powers Authority and Metro to program these projects as part of the Measure M MSP funding program.

2. The terms and provisions of the sample “Measure M Funding Agreement Multi-Year Subregional Programs between the City of Burbank and the Los Angeles County Metropolitan Transportation Authority (LACMTA)”, included with this Resolution as Exhibit B (“Agreement”), to be executed for each project, are hereby approved.

3. The City Manager, or his designee, is authorized to make minor modifications to the Agreement, subject to review by the City Attorney’s Office, and execute the final Measure M Funding Agreement for each project on behalf of the City.

4. The City Manager, or his designee, is authorized to make amendments to existing Measure M Funding Agreements for the purpose of adding additional Measure M Funding for projects listed in Exhibit A.

5. The City Manager, or his designee, is authorized to make and approve other amendments to executed project Agreements, subject to City Attorney approval as to form, that do not materially affect the terms of each final Measure M Funding Agreement, such as redistributing Funds among existing budget line items or non-material schedule changes.

6. The Financial Services Director is authorized to make such other revisions, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the appropriations specified in this resolution.

PASSED and ADOPTED this _____ day of July, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Lisa Kurihara
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 Resolution was duly and regularly passed and adopted by a majority vote of the Council of the City of Burbank at its regular meeting held on the ____ day of July, 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

EXHIBIT A

Measure M Arroyo Verdugo Subregion Measure M Multi-Year Subregional Program City of Burbank Project List

Project	**Measure M Funding**	**Project Status**
Victory Blvd Connectivity Gap Closure (Burbank Channel Bikeway Project)	$3,000,000	Complete
BurbankBus State of Good Repair – Bus Replacement	$1,800,000	Vehicles Delivered
BurbankBus Zero Emission Transit Vehicle Replacement Project	$4,396,987	In Procurement
BurbankBus Zero Emission Transit Vehicle Replacement Project (Phase 2)	$5,656,095	Planned
Olive Avenue Bridge Pedestrian Safety Improvement Project	$4,546,000	New Proposed Project
BurbankBus Transit and Maintenance Facility Improvements Project	$3,083,234	New Proposed Project
TOTAL	**$22,482,316**	

EXHIBIT B

Measure M Funding Agreement Multi-Year Subregional Programs between the City of Burbank and the Los Angeles County Metropolitan Transportation Authority (LACMTA)

ATTACHMENT 1 – 5

MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of [INSERT FA PROCESSING DATE] ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and _____ ("GRANTEE") for [Insert Project Title], LACMTA Project ID# MM [Insert Project #] and FTIP# [Insert #], (the "Project"). This Project is eligible for funding under Line __of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund [Environmental, Design, Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction of the Project]. [Delete phases not applicable]

WHEREAS, the LACMTA Board, at its [Insert Board Meeting Date, not P&P Date] meeting, programmed $_____, in Measure M Funds to GRANTEE for [Insert Project Phases], subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $_____ in Measure M Funds in Fiscal Years (change to singular if applicable) (FY) FY 20__-__; FY 20__-__; and FY 20__-__ [Delete FYs not applicable]. The total designated for [Insert Project Phases] of the [Insert Project Title] is $_____.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Monthly Progress Report
8. Attachment D-2 – Quarterly Expenditure Report OR Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Attachment G – Special Grant Conditions [remove if none]
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

_____

By: _____ Date: _____
[INSERT NAME]
[INSERT TITLE]

APPROVED AS TO FORM:

By: _____ Date: _____
[INSERT NAME]
[INSERT TITLE]

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): [Insert title of project] – Environmental, Design, Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction. [Delete phases not applicable]. LACMTA Project ID# MM_____, FTIP# _____.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of Measure M Funds.

2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $_____ (the "Fund") for the Project. LACMTA Board of Directors' action of [Insert board meeting date, NOT P&P date] granted the Measure M Funds for the Project. The Funds are programmed over (Insert # of years) years for Fiscal Years (Change to singular if applicable) (FY) FY 20__-__, FY 20__-__, and FY 20__-__ . [Delete "only" if multiple years; delete FYs not applicable].

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence

by the LACMTA Senior Executive Officer managing the Measure M Multi-Year Subregional Program. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or in deliver of the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date,

it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: [Insert project manager name]
LACMTA Project Manager
Mail Stop: _____
Phone: (213) ___-_____
Email: _____@metro.net

14. GRANTEE's Address:

Grantee Name (Agency)
Address

Grantee's Responsible Staff Person
Phone:
Email:

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:

Re: LACMTA Project ID# [Insert #] and FA# FA9200000000M[Insert #]
[Insert LACMTA Project Manager Name; Mail Stop 99-__-__]

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to

repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects/call_projects/call_projects-reference-documents/. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Monthly Progress within five (5) business days from receipt and Quarterly Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting

documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final

payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of

compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including,

without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within ninety (90) days of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

[Delete NON-APPLICABLE COMPONENTS (ii-iv)]

(ii) Beginning Project Design, Preliminary Engineering-(PE) within six (6) months from completion of environmental clearance, if appropriate.

(iii) Expending Right-of-Way costs (including by deposit into a condemnation action) by the end of the second (2^{nd}) fiscal year following the year the Funds were first programmed; and

(iv) Executing Contracts for Construction or Capital purchase within twelve (12) months from the date of completion of design; and

(v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and

(vi) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(vii) Expending the Funds granted under this FA for allowable costs within **three** years or 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 20__-__ are subject to lapse by June 30, 20__. All Funds programmed for FY 20__-__are subject to lapse by June 30, 20__. All Funds programmed for FY 20__-__ are subject to lapse by June 30, 20__. [delete FYs not applicable]

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-

Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media,

and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is

prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT 3

Measure M Multi Year Subregional Program Fund Allocations Chart

Project Name	Fund Source	MSP Funding (13-Year Program)						
		Project Number	13 Year MSP Total	Year 9 (FY 25-26)	Year 10 (FY 26-27)	Year 11 (FY 27-28)	Year 12 (FY 28-29)	Year 13 (FY 29-30)
Burbank - MSP	**Total MSP**		**$21,645,187**	$4,396,987	$1,708,754	$5,246,271	$2,409,941	$3,083,234
Victory Blvd Connectivity Gap Closure and Transit	Active Transportation	MM4103.01	$3,000,000					
BurbankBus State of Good Repair - Bus Replacement 2020	Transit	MM4102.01	$1,800,000					
Burbank Bus Zero Emission Bus Purchase	Transit	MM4102.07	$9,215,953	$4,396,987		$2,409,025	$2,409,941	
Burbank Olive Avenue Bridge over I-5 Pedestrian Rail	Modal Connectivity and	New Project	$4,546,000		$1,708,754	$2,837,246		
Building and Capital Improvements of the BurbankBus Transit	Transit	New Project	$3,083,234					$3,083,234
Burbank - SEP	**Total SEP**		**$837,129**	$0	$0	$837,129	$0	$0
Burbank Bus Zero Emission Bus Purchase	SEP	MM4102.07	$837,129			$837,129		

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: July 28, 2026

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: David Kriske, Assistant Community Development Director – Transportation
BY: Karen B. Pan, Transportation Services Manager
Marcos Fuentes, Senior Transportation Planner
Christopher Buonomo, Senior Transportation Planner

SUBJECT: Discussion on the Downtown Burbank Metrolink Station and Regional Transit Coalition Efforts

RECOMMENDATION

Note and file.

BACKGROUND

At the March 26, 2024, City Council meeting, Mayor Takahashi requested a report on gathering key stakeholders, such as neighboring cities and other involved transportation agencies, to share ideas about how to transform the Downtown Burbank Metrolink Station into a major transportation hub. The Downtown Burbank Metrolink Station provides regional rail service through Metrolink and Amtrak while connecting passengers to a variety of local and regional bus services.

The station facilitates transfers between multiple transportation providers, including:

- Los Angeles County Metropolitan Transportation Authority (LACMTA or Los Angeles Metro)
- BurbankBus Pink Route
- Glendale Beeline
- Santa Clarita Transit

- Various Dial-A-Ride Options
- Metro Micro
- Rally (Rideshare)
- Hollywood Bowl Shuttle

The station area also sits at the confluence of some of the City's protected bikeways. The Burbank Channel Bikeway (Class I) terminates near the station entrance, and the Front Street Cycle Track (Class IV) runs along the station frontage. The future Chandler Bikeway Extension (Class I) will provide a connection between the station and the existing Chandler Bikeway, allowing for non-motorized access to residents further west in the City.

Given the number of agencies and organizations operating at or serving the Downtown Burbank Metrolink Station, ongoing interagency coordination among key stakeholders is essential to ensure efficient operations, enhance the passenger experience, and advance future transportation and infrastructure improvements.

DISCUSSION

Regional Plans, Projects, and Meetings

Several long-range and regional transportation planning efforts support the Downtown Burbank Metrolink Station as a regional mobility hub. These planning efforts, in coordination with the agencies listed above, are focused on improving multimodal connectivity, identifying funding opportunities, and advancing transportation projects that benefit residents, commuters, and visitors. Staff actively participate in these regional planning efforts, advocating for the City's transportation priorities and needs related to regional transit service. Key regional coordination efforts include:

- **The Southern California Association of Governments (SCAG) Mobility Hub Design and Implementation Guide (*Plan*)**
  SCAG developed a Mobility Hub Design and Implementation Guide to help cities inform long-term planning efforts that enhance multimodal access, wayfinding, passenger amenities, and station area improvements. The guide identifies Downtown Burbank as an ideal location for enhancements to improve connectivity among existing transit options. Staff coordinated with SCAG throughout this process and is currently exploring opportunities to secure future funding for detailed planning and construction of recommended enhancements.

- **LACMTA Rail Network Integration Study Plan (*Plan*)**
  Los Angeles County Metropolitan Transportation Authority (LACMTA or Los Angeles Metro) studied opportunities to improve transfers and connectivity at three rail stations in the region, including the Downtown Burbank Metrolink Station. LACMTA studies identified multimodal access, improved wayfinding, and completion of scheduling improvements, such as factors that could improve

transfer opportunities. Plan development included engagement with 26 stakeholders, including City representatives, rail and bus providers, airports, service councils, and community groups.

- **LACMTA First/Last Mile Planning for Bus Rapid Transit (BRT) (*Plan*)**
  LACMTA developed conceptual plans for future first/last mile improvements that support Bus Rapid Transit (BRT) and other high-capacity transit services to improve active transportation pathways near the proposed Lake Street station. The proposal includes improved lighting, wayfinding, and signage that enhances the possibility for transfers between BRT and the transit services at the Downtown Burbank Metrolink Station.

- **Southern California Optimized Rail Expansion (SCORE) (*Project/Program*)**
  The Southern California Optimized Rail Expansion (SCORE) Program was implemented to support planned rail capacity improvements, increased service frequency, grade separation projects, and future integration with regional passenger rail services. Specific improvements include track crossing safety enhancements at Downtown Burbank Metrolink Station, which are currently in the advanced planning stage.

- **San Fernando Valley Council of Governments (SFVCOG) (*Board/Meeting*)**
  SFVCOG works to increase the coordination within its jurisdictions to improve regional mobility, economy, and safety. The SFVCOG was formed in 2010 with the adoption of the Joint Powers Agreement by the City and County of Los Angeles along with the cities of Burbank, Glendale, San Fernando and Santa Clarita. The SFVCOG serves the regional interests, and Mayor Takahashi currently serves as a member representing the City.

- **Arroyo Verdugo Communities Joint Powers Authority (AVCJPA) (*Board/Meeting*)**
  The cities of Burbank, Glendale, La Canada Flintridge, Pasadena, and South Pasadena are part of the Arroyo Verdugo Subregion, a regional confederation of cities that meet bimonthly and confer on projects and issues of interest to the cities' shared geographical area. Formed in 1993, the traditional focus of the Arroyo Verdugo Subregion has been on transportation matters. Vice Mayor Mullins currently serves as Vice Chair.

- **Local Transit Systems Subcommittee (*Meeting*)**
  LACMTA hosts a Local Transit Systems Subcommittee, which brings together municipal transit operators throughout Los Angeles County to coordinate transit services, share best practices, discuss regional transportation initiatives, and

provide input on Metro policies and funding programs. These meetings are held on a bi-monthly basis on the first Wednesday of the month, and City Transportation staff (BurbankBus) participates in those meetings.

- **LA 2028 Olympics Games Mobility Executives (GME) Subcommittees (*Meeting*)**
  Staff sit on two LA 2028 GME Subcommittees for Mobility Hubs and Regional Rail. These subcommittees are comprised of staff from local agencies and transit providers to collaborate on Games-related transportation issues in advance of the 2028 Olympics. This Subcommittee provides the City an opportunity to address transit-related concerns, including promoting the need for improved connectivity to the Downtown Burbank Metrolink Station.

Local Transportation Plans, Projects, and Meetings

The City actively participates in transportation planning initiatives that advance the Downtown Burbank Metrolink Station as a premiere regional multimodal mobility hub. Through ongoing collaboration with local, regional, state, and federal partners, the City leads efforts to improve multimodal connectivity, identify funding opportunities, and advance transportation projects that benefit residents, commuters, businesses, and visitors. Key current City coordination efforts include:

- **Downtown Burbank Transit Oriented Development (TOD) Specific Plan (*Plan*)**
  The draft Plan identifies goals, policies, guidelines, and an implementation plan for future development and improvements in Downtown Burbank. The Downtown Burbank Metrolink Station was identified as a central feature of the plan. Guiding principles seek to enhance multimodal transportation options, provide safe and inviting streets, and improve connections across the freeway between extensive Downtown bus service and the Downtown Burbank Metrolink Station. As part of the Plan development, the City has engaged the community in various outreach formats and will continue to do so in its advanced planning stages.

- **Olive Bridge Replacement (*Project*)**
  The Olive Avenue Bridge over Interstate 5 serves as a critical pedestrian connection between Downtown Burbank, the Downtown Burbank Metrolink Station, regional transit services, employment centers, and nearby residential neighborhoods. The bridge supports multimodal travel by providing direct access between transit services and key activity centers within the City. The proposed Project will replace the existing pedestrian bridge with a new facility that better integrates the alternative modes of transportation directly with the Downtown Metrolink Station by delivering wider sidewalks, bicycle facilities, higher safety barrier designed to improve pedestrian protection along this heavily utilized

corridor, and a potential transit station on the bridge deck. As part of this proposed Project, the City is and will continue coordinating with various stakeholder agencies, including Caltrans, Los Angeles Metro, Metrolink, California High Speed Rail Authority, Los Angeles County Department of Public Works, and Union Pacific.

- **Capital Improvement Project (*Project*)**
  The City completed a high-level facilities assessment of the Downtown Burbank Metrolink Station in 2023. The City's Fiscal Year 2026–27 Adopted Capital Improvement Program identified an improvement project to overhaul the more than 30-year-old station main building and facilities, including improvements to the pavement, plumbing, building facades, paint, lighting, and HVAC systems.

Staff is actively engaged in several regional transportation coalitions and interagency partnerships to promote improvements to the Downtown Burbank Metrolink Station and enhance citywide transportation infrastructure. As long-term planning opportunities and projects continue development, Staff will remain actively involved and continue to engage with key stakeholders to further improve the Downtown Burbank Metrolink Station as a vital multimodal transportation hub for the region.

Staff recommends continuing to pursue the City's vision for the Downtown Burbank Metrolink Station through the existing network of regional transportation partnerships and interagency coordination efforts. These established and collaborative forums bring together the agencies responsible for transportation planning, funding, operations, and capital investment. Staff will continue to actively represent the City's interests, pursue strategic funding and partnership opportunities, and return to the Council with recommendations and requests for policy direction as significant projects and funding initiatives arise.

ENVIRONMENTAL REVIEW

This staff report is informational and has no potential for resulting in a direct or reasonably foreseeable indirect physical change to the environment and falls outside the definition of a "project" under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review pursuant to § 15378 of Title 14 of the California Code of Regulations (CEQA Guidelines).

FISCAL IMPACT

There is no fiscal impact related to this report.

CONCLUSION

The City actively participates in numerous regional committees, planning initiatives, and

interagency partnerships that advance the Downtown Burbank Metrolink Station as a key regional multimodal transportation hub. Through these collaborative efforts, the City advocates for improvements to multimodal connectivity, enhanced passenger experience, and grant funding opportunities to advance key transportation infrastructure projects. Given the number of agencies and organizations involved in the planning, operation, and future development of the Downtown Burbank Metrolink Station, continued collaboration is essential to achieving the Council's transportation goals.

Should a future project require broad policy direction or coordinated advocacy beyond what can be achieved through existing regional processes, the City could consider convening a focused stakeholder summit or executive roundtable. At this time, staff recommends continuing to utilize the City's existing regional partnerships and coordination forums, which provide a highly effective mechanism for advancing planning, funding, and implementation efforts related to the Downtown Burbank Metrolink Station.

ATTACHMENTS

None.