



CITY *of* BRISBANE

City Council Meeting Agenda

Thursday, October 2, 2025 at 6:30 PM • Hybrid Meeting 50 Park Place, Brisbane, CA

The public may observe/participate in City Council meetings using remote public comment options or attending in person. The City Council may take action on any item listed in the agenda.

TO ADDRESS THE COUNCIL

IN PERSON

Location: Community Meeting Room 50 Park Place, Brisbane, CA 94005

To address the City Council on any item – whether on the posted agenda or not – please fill out a Request to Speak Form located in the Community Meeting Room Lobby and submit it to the City Clerk. Speakers are not required to submit their name or address.

REMOTE PARTICIPATION

Members of the public may participate in the City Council meeting by logging into the Zoom Webinar listed below. City Council meetings may also be viewed live and/or on-demand via the City's YouTube Channel, youtube.com/brisbaneca, or on Comcast Ch. 27. Archived videos may be replayed on the City's website, brisbaneca.org/meetings. Please be advised that if there are technological difficulties, the meeting will nevertheless continue if remote participation is available.

The agenda materials may be viewed online at brisbaneca.org at least 72 hours prior to a Regular Meeting, and at least 24 hours prior to a Special Meeting.

Remote Public Comments:

Remote meeting participants may address the City Council via Zoom Webinar. Aside from commenting personally while in the Zoom Webinar, you can also use the call in number. The public comments received will be noted for the record during Oral Communications 1 and 2 or during an agenda item. We encourage you to email comments on or not on agenda items in advance of the meeting to ipadilla@brisbaneca.org. That email address, however, will not be monitored during the meeting and emails received during the meeting will not be responded to or brought to the attention of the City Council during the meeting.

Join Zoom Webinar: zoom.us (please use the latest version: zoom.us/download)
brisbaneca.org/cc-zoom

Webinar ID: 991 9362 8666

Call In Number: 1 (669) 900-9128

Note: Callers dial *9 to "raise hand" and dial *6 to mute/unmute.

SPECIAL ASSISTANCE

If you need special assistance to participate in this meeting, please contact the City Clerk at (415) 508-2113. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

WRITINGS THAT ARE RECEIVED AFTER THE AGENDA HAS BEEN POSTED

Any writings that are received after the agenda has been posted but before 4pm of the day of the meeting will be available for public inspection at the front lobby in City Hall and on the internet (brisbaneca.org/meetings). Any writings that are received after 4pm of the day of the meeting will be distributed to the Council and made available for public inspection at the front lobby and on the internet the day after the meeting (brisbaneca.org/meetings).

6:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

ROLL CALL

- A. Consider any request of a City Councilmember to attend the meeting remotely under the “Emergency Circumstances” of AB 2449

ADOPTION OF AGENDA

AWARDS AND PRESENTATIONS

- B. Brisbane Village Helping Hands Presentation
- C. Proclaiming October 5-11, 2025 as Fire Prevention Week
- D. Recognizing Randy Breault for Over 24 Years of Service in the City of Brisbane

ORAL COMMUNICATIONS NO. 1

CONSENT CALENDAR

- E. Approve Minutes of City Council Meeting of September 18, 2025
- F. Approve Minutes of City Council Closed Session Meeting of September 18, 2025
- G. Accept Investment Report as of August 2025
- H. Receive Summer 2025 Parks and Recreation Summer programming highlights

OLD BUSINESS

- I. Silverspot Lease Follow Up

- J. Consider Adoption of an Ordinance, Amending Brisbane Municipal Code Chapters 15.10, 17.02, 17.12, 17.16, 17.32, 17.34, And 17.43 to Amend Regulations Pertaining to Accessory Dwelling Units and Junior Accessory Dwelling Units
(This item is for a Zoning Text Amendment 2025-RZ-02; Citywide; Zoning Text Amendments to update the City’s existing Accessory Dwelling Unit regulations to comply with current State law; and finding that this project is statutorily exempt from environment review under CEQA Guidelines Section 15282(h) because it involves adoption of an ordinance regarding second units in single-family and multifamily residential zones; City of Brisbane, applicant.)

NEW BUSINESS

- K. Review and Approve IDEA Committee Workplan for 2025-2026
- L. Discuss Real Estate Signs
(Staff recommend that the City Council discuss whether the current sign ordinance is sufficient to manage real estate signage placement during showings.)
- M. Discuss Agenda Setting Process
(Staff recommend that the City Council discuss and provide guidance and direction to staff regarding the process for placing items on City Council agendas.)

STAFF REPORTS

- N. City Manager’s Report- City Updates and Upcoming Activities

MAYOR/COUNCIL MATTERS

- O. Council Meeting Schedule
- P. Countywide Assignments and Subcommittee Reports
- i. Report Out on Subcommittee Meetings
 - ii. Upcoming Subcommittee Meetings
- Q. Written Communications

ORAL COMMUNICATIONS NO. 2

ADJOURNMENT

File Attachments for Item:

C. Proclaiming October 5-11, 2025 as Fire Prevention Week

City of Brisbane

PROCLAMATION

DECLARING OCTOBER 5-11, 2025 AS FIRE PREVENTION WEEK

WHEREAS, the City of Brisbane and the North County Fire Authority are committed to ensuring the safety and security of all those living in and visiting Brisbane and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily – including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys – are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA)® reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, Brisbane's first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

THEREFORE, I, Cliff Lentz, Mayor of Brisbane, do hereby proclaim October 5-11, 2025, as Fire Prevention Week throughout this city, and I urge all the people of Brisbane to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of North County Fire Authority and emergency services during Fire Prevention Week 2025.

DATED this 2nd Day of October 2025.



Cliff Lentz, Mayor



File Attachments for Item:

D. Recognizing Randy Breault for Over 24 Years of Service in the City of Brisbane

City of Brisbane PROCLAMATION

HONORING RANDY BREAUT ON THE OCCASION OF HIS RETIREMENT AND FOR HIS 24 YEARS OF SERVICE TO THE CITY

WHEREAS, Randy Breault began his distinguished career with the City of Brisbane on May 7, 2001, bringing a wealth of leadership, engineering expertise, and unwavering commitment to public service; and

WHEREAS, Mr. Breault has served as the City of Brisbane's Public Works Director/City Engineer, overseeing critical infrastructure, including the City's water systems and those of the Guadalupe Valley Municipal Improvement District, while also serving as the City's Director of the Office of Emergency Services; and

WHEREAS, Brisbane, operating its own water utility and serving nearly 3,600 residential customers, has benefitted immensely from Mr. Breault's stewardship, ensuring reliable, high-quality service to the community; and

WHEREAS, Mr. Breault has represented the City of Brisbane on the Board of Directors of the Bay Area Water Supply and Conservation Agency (BAWSCA) and the San Francisco Bay Area Regional Water System Financing Authority (RFA) continuously since 2003, serving as BAWSCA Board Chair in 2015 and 2016, Vice-Chair in 2013, and as a member of the Board Policy Committee since 2011; and

WHEREAS, his leadership extended to regional committees, including the San Mateo County City/County Engineers' Association, where he served as President in 2007, the Ventura County APWA Chapter, where he served as President in 2000, and the City/County Association of Governments of San Mateo County, where he contributed to the Congestion Management Program Technical Advisory Committee and chaired the Stormwater Committee; and

WHEREAS, Mr. Breault's dedication to the California League of Cities has been marked by his service on various Policy Committees since 2007, his tenure as President of the League's Public Works Officers Department (2011–2012), and his service on the League's Board of Directors from 2014–2017; and

WHEREAS, his professional achievements include being a Registered Civil Engineer in the State of California, a LEED accredited professional, and a "Public Works Leadership Fellow" — the highest mentorship honor awarded by the American Public Works Association; and

WHEREAS, Mr. Breault's educational accomplishments include earning a Master of Science in Civil Engineering from Loyola Marymount University and a Bachelor of Science from the United States Air Force Academy; and

WHEREAS, Mr. Breault served in the United States Marine Corps for twenty-four years on active and reserve duty, retiring in 2005 with the rank of Lieutenant Colonel, exemplifying leadership, honor, and service to country; and

WHEREAS, the City of Brisbane wishes to recognize and express its deep gratitude to Mr. Breault for his outstanding service, leadership, and contributions to the City, the region, and the engineering profession;

WHEREAS, Mr. Breault's milestone projects include the City Hall Remodel, the New Brisbane Library, significant FEMA grants to respond to storm damage with short term cleanups and long term repairs, organizing the Public Works Department into divisions— both on the engineering and the operations and maintenance side, developing new standards to widen sections of substandard width roadways with infill residential development, bringing sustainability into the department and adopting Public Works standards for development; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brisbane hereby commends and honors Randy Breault for his decades of dedicated service, congratulates him on his well-earned retirement, and wishes him continued success, health, and happiness in all future endeavors.

DATED this 2ND Day of October 2025.



Cliff Lentz, Mayor



File Attachments for Item:

E. Approve Minutes of City Council Meeting of September 18, 2025



BRISBANE CITY COUNCIL

ACTION MINUTES

**CITY COUNCIL MEETING AGENDA
THURSDAY, SEPTEMBER 18, 2025**

HYBRID MEETING, 50 PARK PLACE, BRISBANE, CA 94005

6:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Mayor Lentz called the meeting to order at 6:30 P.M. and led the Pledge of Allegiance.

ROLL CALL

**A. Consider any request of a City Councilmember to attend the meeting remotely under the
“Emergency Circumstances” of AB 2449**

No requests were made under Roll Call Item A.

Councilmembers Present: Councilmembers Davis, Kern, Mackin, O’Connell and Mayor Lentz

Councilmembers Absent: None

Staff Present: City Manager Dennis, Assistant City Manager Fernandez, City Clerk Padilla, City Attorney McMorro, Finance Director Yuen, Assistant to the City Manager Cheung, Parks and Recreation Director Leek, Management Analyst Brown and Admin Management Analyst Ibarra

REPORT OUT OF CLOSED SESSION

City Attorney McMorro reported that Councilmembers provided direction to staff on the Performance Evaluation item.

ADOPTION OF AGENDA

Councilmember Kern made a motion, seconded by Councilmember O’Connell, to adopt the agenda as it stands. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O’Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

CONSENT CALENDAR

Mayor Lentz pulled the two proclamations from the Consent Calendar for members of the public to accept the proclamation.

B. Proclamation for Hispanic & Latine Heritage Month

Mayor Lentz proclaimed the month of September 15, 2025 to October 15, 2025 as Hispanic and Latine Heritage Month.

City Clerk Padilla accepted the proclamation on behalf of the IDEA Committee and the Melissa's Taqueria team, the cosponsors of the successful Hispanic and Latine Heritage Month celebration at the Community Park on September 16th. Over two hundred members of the community came to eat, dance, listen to a live band, and celebrate.

C. Proclaiming October as Domestic Violence Awareness Month

Mayor Lentz proclaimed that the City Council of the City of Brisbane designates the month of October 2025 as Domestic Violence Awareness Month, to raise awareness about and encourage all community members to do their part to help rid our community of intimate partner violence.

CORA's Lynn Schuette and CORA board member Meaghan Hassel-Shearer accepted the proclamation and thanked the council for helping raise awareness about the important issue of domestic violence.

D. Approve Minutes of the City Council Meeting of September 4, 2025

E. Approve Minutes of the City Council Special Meeting of September 4, 2025

F. Adopt a Resolution Establishing the Business License Tax for Recycling Establishments for Fiscal Year 2025/26

G. Adopt the Revised Public Art Implementation Guidelines to Ensure Consistency with the Recently Adopted Public Art Master Plan and the Art in Public Places Program Ordinance

Councilmember Davis made a motion, seconded by Councilmember O'Connell, to approve Consent Calendar D through G. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O'Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

NEW BUSINESS

H. Discuss the Potential Installation of a Camera at the Community Park

City Manager Dennis reported that at the September 4, 2025, City Council meeting, Councilmember Kern requested the City Council agendaize a discussion regarding the potential installation of cameras at Community Park. Staff recommend the City Council weigh the costs and benefits of the various types of camera systems and provide staff direction on whether to continue to explore installation of a camera at Community Park. Councilmember Kern shared the four incidents that inspired his request to agendaize this item for discussion for a pilot program to install a camera at the Community Park.

After council questions, Al Cordoza commented that cameras in the park can also be used to monitor traffic laws, road congestion, weather problems, and drain issues in the park.

After Council discussion, staff was directed to bring back more information at a future council meeting on the need for a camera in the community park, specifically coming from the Police Chief or Police Commander, and the cost for the camera system needed. Additionally, Staff were directed to publicize this future meeting so the public can weigh in.

I. Consider Providing Feedback on the Draft Artificial Intelligence Mission Statement, and Guidance on Phase 2 of the City's Artificial Intelligence Workplan

Management Analyst Brown, presented on the draft Artificial Intelligence Mission Statement and staff's current Artificial Intelligence Workplan. The three phases of the workplan are the Copilot Working Group Phase, the Rollout Phase and the Ongoing Education and Training Phase. She added that the next steps will include the following:

- Intentional, phased approach to responsibly integrating generative AI tools into the workplace
- Prioritizing transparency and staff training
- Staff will continue to provide updates to Council regarding Phases 2 and 3 of rollout

After council questions and thanking Management Analyst Brown for the information, Chris Florkowski commented that General Artificial Intelligence is alarming and will be wrong a significant amount of time and that there needs to be a rollback plan.

STAFF REPORTS

J. City Manager's Report- City Updates and Upcoming Activities

City Manager Dennis reported on the upcoming events in the City of Brisbane.

MAYOR/COUNCIL MATTERS

K. Countywide Assignments and Subcommittee Reports

i. Report Out on Subcommittee Meetings

Mayor Lentz and Councilmembers reported on their county assignments.

Councilmember Mackin shared the report “Silicon Valley c. 2025: The Current State of America’s Economic Superpower” with Councilmembers and staff.

i. Upcoming Subcommittee Meetings

Councilmember Davis made a request to discuss the code regarding real estate signs. Mayor Lentz also made a request to discuss procedure for placing city council agenda items.

L. Written Communications

Council received the following written correspondence:

CDP (09-11-2025) Track Your City’s Reporting Benefits
Follien (091825) Agenda New Business Item H
Brown (9-18-2025) Copilot Weekly Survey Results for Council
Brown (9-08-2025) Quick Survey on AI at Work for Council
Florkowski (9-18-2025) Artificial Intelligence Workplan

ORAL COMMUNICATIONS NO. 2

Chris Florkowski invited the council and the public to a Safe Way to Bike Event to be held at the parking lot at Sierra Point Parkway.

ADJOURNMENT

Mayor Lentz adjourned the meeting at 8:52 P.M.

Ingrid Padilla
City Clerk

File Attachments for Item:

F. Approve Minutes of City Council Closed Session Meeting of September 18, 2025



BRISBANE CITY COUNCIL**ACTION MINUTES**

**CITY COUNCIL CLOSED SESSION MEETING AGENDA
THURSDAY, SEPTEMBER 18, 2025**

*HYBRID MEETING, 50 PARK PLACE LARGE CONFERENCE ROOM,
BRISBANE, CA 94005*

5:30 P.M. CLOSED SESSION**A. Approval of the Closed Session Agenda**

B. Public Comment. Members of the public may address the Councilmembers on any item on the closed session agenda

C. Adjournment into Closed Session**D. Government Code, Section 54957 (b) (1). Performance Evaluation: City Manager**

Mayor Lentz called the meeting to order at 5:30P.M.

Councilmember O'Connell made a motion, seconded by Councilmember Kern, to approve the Closed Session Meeting agenda as it stands. The motion passed unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O'Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

There was no public comment. Mayor Lentz adjourned the meeting into Closed Session.

REPORT OUT OF CLOSED SESSION

City Attorney McMorrow reported that Councilmembers provided direction to staff on the Performance Evaluation item.

ADJOURNMENT

The meeting was adjourned at 6:20 P.M.

Ingrid Padilla, City Clerk

File Attachments for Item:

G. Accept Investment Report as of August 2025

**CITY OF BRISBANE
CASH BALANCES & INVESTMENTS
SOURCE OF FUNDING
August 31, 2025**

NAME OF DEPOSITORY	INVESTMENT TYPE	DATE OF INVESTMENT	FACE VALUE OF INVESTMENT	CARRY VALUE OF INVESTMENT	MARKET VALUE OF INVESTMENT	COUPON INTEREST RATE %	MATURITY DATE	RATING/ COLLATERAL
WELLS FARGO	Checking A/C		\$ 4,087,463	\$ 4,087,463	\$ 4,087,463	0.000		110% collateral
STATE FUND (LAIF)	Deposit on call	continuous	\$ 3,210,851	\$ 3,210,851	\$ 3,210,851	4.260	on call	no rating
Other Investments								
	FHLB	12/31/2021	\$ 1,000,000	\$ 1,000,000	\$ 997,650	1.300	09/30/2025	
	FHLB	10/27/2022	\$ 1,000,000	\$ 1,000,000	\$ 1,000,580	4.750	10/27/2025	
	FFCB	9/12/2022	\$ 1,000,000	\$ 1,000,000	\$ 998,870	4.125	12/12/2025	
	FFCB	12/1/2023	\$ 1,000,000	\$ 1,000,000	\$ 1,001,560	5.060	12/01/2026	
	FHLB	3/25/2022	\$ 1,000,000	\$ 1,000,000	\$ 981,470	2.600	03/25/2027	
	FHLB	5/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 994,680	3.750	05/26/2027	
	FHLB	11/19/2024	\$ 1,000,000	\$ 1,000,000	\$ 999,870	4.650	11/19/2027	
	FNMA	3/24/2025	\$ 1,000,000	\$ 1,000,000	\$ 999,370	4.625	03/24/2028	
	FHLB	6/30/2025	\$ 1,000,000	\$ 1,000,000	\$ 999,810	4.500	06/23/2028	
	FHLB	6/30/2025	\$ 1,000,000	\$ 1,000,000	\$ 1,000,740	4.375	06/23/2028	
	FHLM	11/19/2024	\$ 1,000,000	\$ 1,000,000	\$ 1,000,800	5.000	11/19/2029	
	FHLM	3/27/2025	\$ 1,000,000	\$ 1,000,000	\$ 999,080	5.000	03/27/2030	
	FHLB	4/29/2025	\$ 1,000,000	\$ 1,000,000	\$ 997,720	4.800	04/29/2030	
	FHLM	7/24/2025	\$ 1,000,000	\$ 1,000,000	\$ 999,350	4.850	07/10/2030	
BNY Mellon	Treasury Obligations	continuous	\$ 7,581,192	\$ 7,581,192	\$ 7,581,192	4.200	on call	110% collateral
Sub-total			\$ 21,581,192	\$ 21,581,192	\$ 21,552,742			
U.S. Bank	2014 BGPGA Bond (330)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve Fund	Fed Treas Obl	\$ 1	10032			
		Revenue Fund	Fed Treas Obl	\$ -	10034			
		Expense Fund	Fed Treas Obl	\$ -	10035			
		Principal	Fed Treas Obl	\$ 1	10036			
		Interest Fund	Fed Treas Obl	\$ 0	10037			
U.S. Bank	2015 Utility Capital (545)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve	Fed Treas Obl	\$ 540,325	10032			
		Expense Fund	Fed Treas Obl	\$ -	10035			
BNY Mellon	2023 BGVMDFA Bond (328)	Improvements	Fed Treas Obl	\$ 65	10031			
		Reserve / Project	Fed Treas Obl	\$ 1,420,613	10032			
		Expense Fund	Fed Treas Obl	\$ -	10035			
		Principal	Fed Treas Obl	\$ -	10036			
		Interest Fund	Fed Treas Obl	\$ -	10037			
PARS	OPEB Trust	Trust Cash	Investments	\$ 4,976,759	13050			
PARS	Retirement Trust	Trust Cash	Investments	\$ 1,808,802	13050			
Sub-total	Cash with Fiscal Agents			\$ 8,746,566				
Total other investments			\$ 30,327,758	\$ 30,327,758	\$ 21,552,742			
TOTAL INVESTMENTS & CASH BALANCES			\$ 37,626,072	\$ 37,626,072	\$ 28,851,056			

Outstanding Loans to Department Heads / Former Employees

	Date of loan	Amount	Amount Remaining	Interest Rate
Stuart Schillinger	4/1/2002	318,750	\$ 318,750	Variable, LAIF + 1%

FFCB - Federal Farm Credit Bank
FHLB - Federal Home Loan Bank
FHLM - Federal Home Loan Mortgage Corporation
FNMA -Federal National Mortgage Association

Two year Treasury	3.83%	
Weighted Interest	3.63%	
Weighted maturity	1.37	Years

TREASURER'S CERTIFICATE

These are all the securities in which the city funds, including all trust funds and oversight agencies funds, are invested and that (excluding approved deferred compensation plans) all these investments are in securities as permitted by adopted city policy.

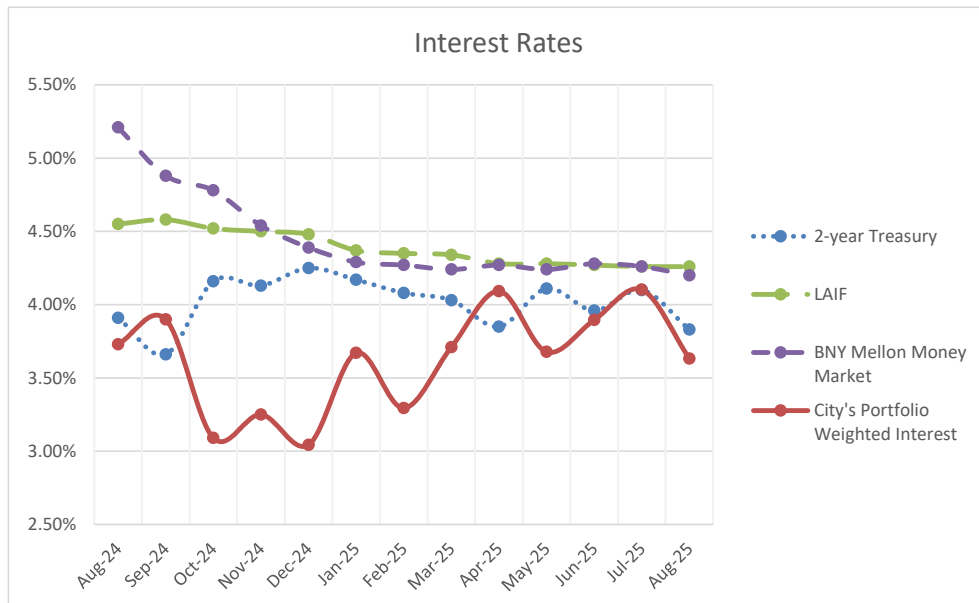
It is also certified that enough liquid resources (including maturities and anticipated revenues) are available to meet the next six months' cash flow.

Carolina Yuen

CITY TREASURER

CITY OF BRISBANE
CASH BALANCES & INVESTMENTS
Comparative Review
August 31, 2025

NAME OF DEPOSITORY	INVESTMENT TYPE	FACE		Previous Month			Previous Year		
		VALUE OF INVESTMENT	MARKET VALUE OF INVESTMENT	FACE VALUE OF INVESTMENT	Change in Face Value		FACE VALUE OF INVESTMENT	Change in Face Value	
WELLS FARGO	Checking A/C	\$ 4,087,463	\$ 4,087,463	\$ 1,225,118	\$ 2,862,346	233.6%	\$ 3,600,691	\$ 486,772	13.5%
STATE FUND (LAIF)	Deposit on call	\$ 3,210,851	\$ 3,210,851	\$ 5,210,851	\$ (2,000,000)	(38.4%)	\$ 598,096	\$ 2,612,755	436.8%
Other Investments									
Sub-total	BNY Mellon	\$ 21,581,192	\$ 21,552,742	\$ 23,539,039	\$ (1,957,847)	(8.3%)	\$ 23,617,538	\$ (2,036,347)	(8.6%)
Sub-total	Cash with Fiscal Agents	\$ 8,746,566		\$ 8,085,369	\$ 661,197	8.2%	\$ 8,805,724	\$ (59,158)	(0.7%)
	Total other investments	\$ 30,327,758		\$ 31,624,408	\$ (1,296,650)		\$ 32,423,262	\$ (2,095,505)	
TOTAL INVESTMENTS & CASH BALANCES		\$ 37,626,072	\$ 28,851,056	\$ 38,060,376	\$ (434,305)	(1.1%)	\$ 36,622,049	\$ 1,004,022	2.7%



August 2025 Review

The City's overall investments and cash balances had a slight net decrease of \$434K from the previous month. One-time August payments included \$1.9M of annual insurance premiums, \$605K in land purchases, and \$115K for annual staff benefit cashout and related payments. Funds were moved from LAIF and BNY to WFB, at \$2M each to replenish for one-time payments and to plan for payments through mid-September.

As reflected on Page 1, the BNY Mellon agency bonds subtotal ended at \$14M. One \$1M bond earning 5% was called due to falling rates and not replaced resulting in the decrease in federal agency bonds held in custody.

A higher-earning bond being called, in addition to moving funds from higher earning LAIF and BNY accounts to Wells Fargo to replenish large payments, resulted in a decrease in the City's portfolio weighted interest to 3.63%, slightly below the 2-year Treasury rate benchmark of 3.83%.

The City's Cash with Fiscal Agents August 2025 \$8.7M balance is primarily comprised of \$6.8M of the PARS trust accounts and \$1.4M of the 2023 Bond proceeds held in trust, as reflected on Page 1. The additional increase of \$540K to the 2015 Bond series, was to prepare for the September debt service payment.

File Attachments for Item:

H. Receive Summer 2025 Parks and Recreation Summer programming highlights



CITY COUNCIL AGENDA REPORT

Meeting Date: October 2, 2025
From: Noreen Leek, Parks & Recreation Director
 Jeremy Dennis, City Manager
Subject: 2025 Parks and Recreation Summer Programming Highlights

Recommendation

Staff recommends that the City Council accept this informational item regarding the 2025 Parks and Recreation Summer programming highlights.

Discussion

This summer was a season filled with energy, connection, and celebration across our community. From camps and concerts to meals and milestones, Parks & Recreation programs once again showcased the vibrancy of Brisbane and the many ways our residents come together.

Our ClubRec Summer Camp program was at the heart of the season, averaging 85 campers each week. Survey results reflected a 96% satisfaction rate, with families praising the dedicated team of Recreation Leaders, Aides, and Supervisors who are instrumental in creating a memorable Summer for participants. One parent stated the following: *“my child came home happy and worn out after a fun day outside every day—this is the ideal summer camp!”* In addition to campers, 44 youth ages 12-14 participated as Leaders-in-Training, gaining valuable leadership and mentorship experience. Finally, 54 middle-schoolers participated in the Dink & Dunk camp, finessing their pickleball skills and enjoying the Community Pool with their peers.

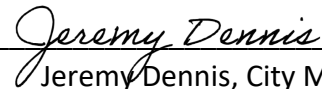
Our aquatics programs also had a strong season, with 683 participants enrolled in swim lessons, reinforcing our commitment to teaching lifelong skills in water safety. The pool was also bustling during recreation swim on warm days and full of laughter on the weekends with birthday party reservations. Finally, the pool was the site of a special milestone—the 25th anniversary celebration—which brought together residents and families to reflect on its importance in our community.

Summer brought a variety of other recreational opportunities as well, including tennis and pickleball with 137 court reservations, generating \$845 in revenue for the quarter. Our facilities remained popular gathering places, with 91 picnic/park reservations between May and September.

Community events served as the season's favorite way to bring residents together. The Summer Concert Series raised \$9,225 in sponsorships and donations, continuing to be a highlight for Brisbane residents and visitors. During Parks & Recreation Month in July, families enjoyed Smores in the Park, a Community LEGO Build, and a unique CaveSim collaboration with the library. Meanwhile, the Garden Tour drew 110 participants, generating \$1,400 in revenue, of which \$700 was donated to the Lions Club in support of their work.

Our services to seniors also remained steady and essential, with 1,080 meals served over the summer, ensuring that older adults had access to nutritious food and social connections.

Altogether, Summer 2025 reflected not just participation numbers, but the spirit of community. From the excitement of concerts in the park to the joy exuded by children in camp, from meals shared with seniors to new friendships built at the pool, it was a season that underscored the impact of recreation in Brisbane. We look forward to building upon this momentum as we head into the fall season. Our annual Day in the Park and the Derby are just around the corner, and we hope you'll join us!

A handwritten signature in cursive script that reads "Jeremy Dennis".

Jeremy Dennis, City Manager

File Attachments for Item:

I. Silverspot Lease Follow Up



CITY COUNCIL AGENDA REPORT

Meeting Date: October 2, 2025

From: Jeremy Dennis, City Manager
Noreen Leek, Parks and Recreation Department Director

Subject: Silverspot Lease – Follow Up

Recommendation

Staff recommend that the City Council review a request from the Silverspot Board of Directors to amend language in the draft lease as discussed at your July 17, 2025 meeting

Background

On July 17, 2025, the City Council discussed the parameters of a new lease between the City and Silverspot (Attachment 1).

Per that discussion, the Council recommended that the lease include:

- Provisions for the payment of certain utilities not currently covered by Silverspot
- An increase in the rent from the current \$310 to \$1000
- Reducing the overall length of the lease from 5 years to 2 years
- Other minor changes as needed

Staff amended the draft lease and provided it to Silverspot.

Discussion

After the meeting, staff provided this feedback to Silverspot (who had representatives attend the July 17 meeting); Silverspot provided their feedback that they would like to see:

- The rent reduced from \$1000 to “closer to” \$500
- The lease be increased from 2 years to 3 years (Attachment 2)

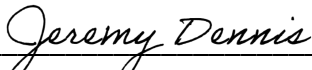
Staff recommend that the Council discuss Silverspot’s requested changes to the draft lease (Attachment 3)

Fiscal Impact

There is no fiscal impact associated with this discussion.

Attachments

1. July 17, 2025 staff report and relevant minutes
2. July 23, 2025 email from Silverspot to Noreen Leek
3. Amended lease agreement



Jeremy Dennis, City Manager



CITY COUNCIL AGENDA REPORT

Meeting Date: July 17, 2025

From: Jeremy Dennis, City Manager

Noreen Leek, Parks and Recreation Director

Subject: Silverspot Nursery School Lease Agreement

Recommendation

Staff recommend that the City approve a revised Lease Agreement with the Silverspot Nursery School ("Silverspot").

Background

Since 2003, Silverspot has leased a City facility at 4 Solano Street and since 2019 the tenancy has been on a month-to-month basis, at a monthly rent of \$310.

At its May 1, 2025 meeting, City Council met to discuss the current Lease Agreement and provided staff direction to revise the Lease Agreement. The revised Lease Agreement is attached (Attachment 1) showing the revisions that staff have made. Silverspot is in agreement with these changes. Staff recommends Council approve these revisions.

Discussion

Per the Council's direction, the revised Lease Agreement provides:

1. A term of two years; the 2003 Lease Agreement had a term of five years.
2. Increases the monthly rent from \$310 to \$1,000, but the waiver provision remains if certain conditions are satisfied (see Article 3).
3. Reduces the number for minimum enrollment from 20 to 15; if the number falls below 15, Silverspot is in default but may cure.
4. Revises provisions describing responsibility for repairs/maintenance to the facility (see Article 8).
5. Clarifies responsibilities for payment of utilities and services (Article 6).

Fiscal Impact

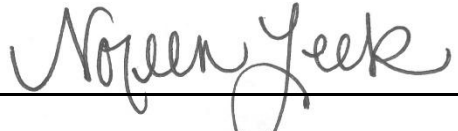
There are minimal City costs associated with approval of the Lease Agreement. The City will collect rent from Silverspot unless Silverspot meets the criteria established for waiver of rent. City may incur costs associated with significant structural repairs and any replacement of the plumbing, HVAC, and electrical systems.

Attachments

1. Revised Lease Agreement



Jeremy Dennis, City Manager



Noreen Leek, Parks & Recreation Director

LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Lease") effective as of ~~DATE~~ August 1, 2025, between THE CITY OF BRISBANE, a municipal corporation ("Landlord") and SILVERSPOT NURSERY SCHOOL, a California nonprofit corporation ("Tenant"). Landlord and Tenant are sometimes referred to in this Lease jointly as the "Parties" and individually as a "Party."

RECITALS

- A. Landlord is the owner of the real property and improvements thereon located at 4 Solano Street, in the City of Brisbane, County of San Mateo, State of California, as more particularly shown in the drawing attached hereto as Exhibit "A" and incorporated herein by reference ("the Property").
- B. Landlord and Tenant have been in a landlord and tenant relationship as to the Property since March 2003; since June 1, 2019, the tenancy has been on a month to month basis.
- C. Tenant has requested Landlord to enter into this Lease and Landlord is willing to enter into this Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration set forth herein, Landlord and Tenant agree as follows:

ARTICLE 1 PROPERTY AND COMMON AREAS

1.01 Landlord, for and in consideration of the rents, covenants and agreements on the part of the Tenant to be paid, kept and performed, does hereby lease the Property to Tenant and Tenant does hereby rent the Property from Landlord, on the terms of conditions set forth in this Agreement.

1.02 Tenant shall have the non-exclusive right to use the playground area adjacent to the Property, it being understood that such playground area shall at all times remain open and available for use by the general public. Tenant shall also have the non-exclusive right to use the public parking spaces on Solano Street for all of Tenant's off-street parking requirements, subject to any rules and regulations concerning such use as may be adopted by Landlord from time to time, and Tenant shall not be required to provide any parking facilities on the Property. The execution of this Lease by Landlord shall constitute a waiver of any and all off-street parking requirements that might otherwise be applicable to Tenant's use and occupancy of the Property.

ARTICLE 2 TERM

2.01 The term of this Lease shall be a period of ~~five-two~~ years, commencing on ~~DATE~~ August 1, 2025 (the "Commencement Date") and ending on ~~DATE~~ July 31,, 2027, unless sooner terminated as provided herein.

2.02 Tenant may request to renew the Lease for an additional term of ~~five~~two years, i.e., from August 1, 203027 until July 31, 2029~~35~~, (the "Renewal Term") by giving written notice to Landlord of Tenant's no earlier than January 1, 2027~~DATE~~ and request no later than ~~DATE~~April 1, 2027.

2.03 At the written request of Tenant for an extension of the Lease term, which shall be submitted as provided in Section 2.02, LandlordCity shall conduct a performance review of Tenant's operations on the Property to determine whether such operations have been conducted to the reasonable satisfaction of the LandlordCity. The factors to be considered for such review shall include, but are not limited to, number of children served, number of Brisbane residents and persons employed in Brisbane utilizing Tenant's childcare services, hours of operation, compliance by Tenant with the terms and conditions of this Lease, and the nature of complaints, if any, received by Landlord concerning the childcare or other services provided by Tenant at the Property. If the LandlordCity determines, in its sole discretion, that Tenant's operations have been conducted in a satisfactory manner, the term of this Lease shall be ~~further~~ extended for an additional ~~five~~two years as provided in Section 2.02. Thereafter, the Lease shall be renewed for additional one-year terms upon approval of each extension by the City Manager. Landlord may require, and a performance review before any extension is granted may be conducted if recommended by the City Manager or requested by the City Council.

2.04 Notwithstanding any other provision of this Lease, Tenant may terminate this Lease at any time during the Lease term by giving sixty (60) days prior written notice to Landlord.

ARTICLE 3 RENT/WAIVER OF RENT

3.01 The monthly rent shall be \$~~1,000~~310; provided, however, Landlord shall waive the payment of monthly rent ("Monthly Waiver") if Tenant expends an equivalent amount of the monthly rent in a manner that, in Landlord's sole discretion, provides a direct benefit to the Brisbane community, such as provided in Section 3.02.

3.02 Landlord approves Tenant's proposed use of the Monthly Waiver toward a Tuition Assistance Program operated by Tenant that will reduce the tuition charged by Tenant to households that require financial assistance to participate in Tenant's childcare program. If the entire Monthly Waiver is not needed for financial assistance as set forth in the previous sentence, Tenant may, with Landlord's approval, apply any remaining Monthly Waiver toward other uses that will directly benefit the Brisbane community. Tenant shall provide a written annual report to Landlord not later than September 1 describing in reasonable detail the manner in which the Monthly Waiver has been used during the preceding 12 months (but without disclosing the identity of any household receiving financial assistance).

ARTICLE 4 USE AND OPERATION OF THE PROPERTY

4.01 The Property shall be used and occupied by Tenant solely for operation of a cooperative preschool and childcare facility and activities directly related to such use, such as membership and board meetings, consultations with parents, membership community events, and fundraising events. The Property shall not be used for any other or additional purpose without the prior written consent of Landlord. Tenant shall obtain all state and local permits and licenses that may be required for the conduct of such use and shall keep the same in full force and effect at all times during the term of this Lease. A copy of each permit and license and each extension or renewal thereof shall be provided to Landlord.

4.02 Tenant's use of the Property shall be in accordance with the following requirements:

- (a) Tenant's services shall be available on a year-round basis on Mondays through Fridays (excluding holidays and school closures), between the hours of 8:00 am and 5:00 pm. Tenant's services will not be available for periods of time during the Holiday season generally consistent with periods of time when the Brisbane Elementary School is closed. Tenant shall provide to the Landlord in August an annual schedule showing such closure periods.
- (b) The preschool and childcare programs shall be designed for children between the ages of 2 years, and 5 years, 11 months.
- (c) Except as Landlord, in its sole discretion, agrees, Tenant shall regularly provide services to not less than ~~2015~~ children. Should the number of children fall below ~~1520~~, Tenant shall not be considered in default of this requirement if the number is increased to at least ~~1520~~ children within 120 days. Tenant shall regularly provide services to not more than the maximum number of children allowed under Tenant's childcare license issued by the State of California.
- (d) In the determination as to which households receive services from Tenant, and to the extent it is permissible under the law, preference shall be given to people living or working in Brisbane. The order of priority shall be as follows: first, households whose children have received services from Tenant in past years; second to Brisbane households whose children have not received service from Tenant or who have not received services in past years; third, to persons employed full time or employed at least 20 hours/week in Brisbane; and fourth, all others. Preferences shall apply only when there are openings and when they become available and do not require termination of services to any household or person currently receiving services from Tenant.
- (e) Tenant shall in August of each year provide to Landlord a written annual report showing in the preceding 12 months the number of children enrolled in the program, the ages of the children, place of residence of the children, place of employment of parent(s) of children who are not residents of Brisbane, a general description of the activities conducted, and a summary of Tenant's financial condition.

4.03 Tenant shall not use the Property or permit anything to be done in or about the Property within Tenant's reasonable control which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be in force, or which is prohibited by the standard form of fire insurance policy, or will in any way increase the existing rate of any fire or other insurance covering the Property, or cause any change or cancellation of such insurance. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not use or allow the Property to be used for any improper, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Property or commit or suffer to be committed any waste in, on or about the Property.

ARTICLE 5 CONDITION OF THE PROPERTY, ALTERATIONS AND IMPROVEMENTS BY TENANT

5.01 The Property is being ~~leased~~rented to Tenant in "AS IS" condition and Landlord shall have no obligation to make any alterations or improvements to the Property for the benefit of Tenant. Tenant acknowledges that Tenant has exclusively occupied the Property since 2003 and Tenant is satisfied with and accepts the present condition of the Property.

5.02 Tenant shall not, without the prior written consent of Landlord (which shall not be unreasonably withheld or delayed), make any alterations, additions or improvements in, on or about the Property, or construct, install or paint any sign on the roof or exterior walls of the Property. As a condition to giving such consent, Landlord may require Tenant to provide Landlord a surety bond or other security satisfactory to Landlord to insure Landlord against mechanics' and materialmen's liens and to insure completion of the work. If any work to be performed by Tenant requires the issuance of a building permit or other form of governmental approval, Tenant shall obtain all such permits and approvals at Tenant's own expense before commencement of the work.

5.03 All alterations and improvements, whether temporary or permanent in character, made by Tenant in, on or about the Property, except removable trade fixtures installed at the expense of Tenant, shall, in the absence of a written request by Landlord for their removal, become the property of Landlord and shall remain upon and be surrendered with the Property at the termination of this Lease by lapse of time or otherwise without compensation to Tenant. To the extent Landlord is able to make a determination at the time the installation work is being done, Landlord shall advise Tenant of any alterations or improvements which Landlord desires be removed from the Property at the termination of this Lease; in all other cases, such determination shall be made by Landlord at the time of termination.

ARTICLE 6 UTILITIES AND SERVICES

6.01 Tenant shall pay, in addition to rent, the cost of the following utility and other services furnished to the Property, electricity, gas, water, ~~sewer~~, telephone, internet, and refuse

~~servicecollection and janitorial service~~. Whenever possible, Tenant shall establish a separate account with the utility or service provided so that all charges for service are billed directly to Tenant. However, in the event any of such charges are billed to Landlord, Landlord shall submit a statement showing the amount thereof payable by Tenant and Tenant shall pay such amount to Landlord within thirty (30) days after receipt of the statement.

6.02 Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the rent provided herein be abated by reason of Landlord's failure to furnish or delay in furnishing any utilities or services when such failure or delay is caused by accident, breakage, repairs, strikes, lockouts or other labor dispute, or by limitation, curtailment, rationing or restrictions on use of electricity, gas, water or other utility, or any other cause, similar or dissimilar, beyond the reasonable control of Landlord.

ARTICLE 7 INDEMNITY AND INSURANCE

7.01 Tenant hereby waives any and all claims against Landlord for damage to any property or injury to or death of any person in, upon or about the Property, arising at any time and from any cause except to the extent caused by the negligence or willful misconduct of Landlord. Tenant further expressly indemnifies, defends, and holds Landlord harmless from and against any and all claims, demands, causes of action, liabilities, costs or expenses, including reasonable attorney's fees, occasioned by or in any way connected with the condition, use or misuse of the Property, or occasioned by any act or omission of Tenant and Tenant's agents, servants, employees, invitees, subtenants, or other persons who may come upon the Property, for damage to any property or injury to or death of any person except to the extent caused by the negligence or willful misconduct of Landlord. The indemnity obligations of Tenant set forth herein shall survive and continue beyond the term of this Lease.

7.02 Tenant hereby agrees to maintain in full force and effect at all times during the term of this Lease, at Tenant's expense, a policy or policies of comprehensive general liability insurance, insuring against all liability of Tenant and Landlord for bodily injury and property damage arising out of or in connection with Tenant's use and occupancy of the Property and also insuring performance by Tenant of the indemnity provisions set forth in Section 7.01. The amount of such insurance shall be at least \$2,000,000.00, combined single limit. However, the amount of such general liability insurance shall not limit Tenant's liability nor relieve Tenant of any obligations under this Lease. The general liability insurance policy shall name Landlord as an insured party thereunder and shall be endorsed to provide that: (i) the insurance provided thereunder shall be primary with respect to Landlord; and (ii) no cancellation or reduction in coverage will be made without twenty (20) days prior written notice to Landlord. A copy of the policy or a certificate of insurance shall be furnished to Landlord. In addition to the foregoing, Tenant shall be responsible for maintaining its own insurance covering the personal property, trade fixtures and removable leasehold improvements owned by Tenant and located upon the Property. Tenant shall also maintain workers compensation insurance coverage as required by law.

7.03 Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the agents, employees or representatives of the other, on account of loss or damage

to the property of the waiving party to the extent that such loss or damage is insured against under any insurance policies which either Landlord or Tenant may have in force at the time of such loss or damage. Tenant shall, upon obtaining the insurance required hereunder, give notice to the insurance carrier that the foregoing mutual waiver of subrogation is contained in this Lease and Tenant shall cause each insurance policy obtained by Tenant to provide that the insurance company waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any damage covered by such policy.

ARTICLE 8 REPAIRS AND MAINTENANCE

8.01 Tenant shall, at all times during the term hereof and at Tenant's own expense, keep and maintain the Property and every part thereof in good condition and repair, including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, electrical systems, and lighting fixtures, and all other equipment within the Property that do not require the replacement of the systems themselves, the interior surfaces of walls, ceilings, and floor coverings, and the windows, doors, and glass located within the Property, ~~and the exterior landscaping located within the Property~~. Tenant hereby waives all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Property as provided by California Civil Code Section 1942 or any other law, statute or ordinance now or hereafter in effect.

8.02 The maintenance and repair obligations of ~~Tenant, as set forth in Section 8.01, the Landlord~~ shall ~~not~~ include any repairs and maintenance to the exterior walls and roof of the Property, any significant, as determined by Landlord, structural repairs, and any necessary replacement of plumbing, heating, air conditioning mechanical or electrical systems. Repairs and maintenance as described in this section, and the same shall be performed by Landlord, at Landlord's own expense, but without liability for failure to do so unless first notified by Tenant in writing of the necessity for such maintenance, repair or replacement. It is also understood that the Tot Lot playground area adjacent to the Property is not being leased to Tenant and Tenant has no responsibility for maintenance of such area. However, Tenant shall not allow any dangerous condition to be created in the Tot Lot playground area as a result of Tenant's own use.

ARTICLE 9 DAMAGE OR DESTRUCTION

9.01 If the Property is damaged, by fire or other casualty to the extent of less than fifty percent (50%) of the floor area of the structure, Landlord shall forthwith repair the same, provided such repairs can, in Landlord's opinion, be completed within ninety (90) days. In such event, this Lease shall remain in full force and effect except that if there is damage to the Property and such damage was not the result of negligence or willful misconduct of Tenant or Tenant's employees or invitees, the rent payable by Tenant shall be abated while the repairs are being made by the extent to which the Property is unusable by Tenant in the normal conduct of Tenant's business. If the repairs cannot, in Landlord's opinion, be completed within ninety (90) days, Landlord shall give written notice of such fact to Tenant within thirty (30) days after the date on which the damage

occurred and either Landlord or Tenant may, within thirty (30) days after the giving of such notice, terminate this Lease.

9.02 Notwithstanding the provisions of Section 9.01 above, Landlord shall have the option of terminating this Lease in any of the following circumstances:

- (a) Where the damage or destruction arises from a casualty or cause not covered by insurance then in force maintained by Landlord, or if, for any reason, the proceeds from such insurance are not available or are inadequate to cover the entire cost of the repair.
- (b) Where the repairs cannot be made by reason of any statute, ordinance, rule or regulation of any governmental authority.

9.03 If Landlord is obligated or elects to repair any damage pursuant to this Article, Landlord shall not be required to repair or replace any improvements installed in the Property by Tenant and Tenant shall, at Tenant's own expense, repair and restore Tenant's own improvements.

9.04 In the event of damage or destruction of the Property to the extent of fifty percent (50%) or more of the floor area of the structure, either party may elect to terminate this Lease.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

10.01 Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, pledge, hypothecate or encumber all or any part of Tenant's interest in this Lease or in the Property or any part thereof, and any attempt to do so shall be wholly void and shall constitute a breach of this Lease.

10.02 Tenant shall not sublet the Property or any portion thereof without Landlord's prior written consent, which Landlord shall be entitled to withhold in Landlord's absolute and sole discretion. Any request by Tenant for Landlord's approval of a proposed subletting shall be in writing and shall include the following information:

- (a) The name and legal composition of the proposed subtenant;
- (b) The terms and provisions of the proposed sublease, including, but not limited to, the amount of rent or other compensation, if any, to be paid by the subtenant; and
- (c) Such financial information as Landlord may reasonably request concerning the proposed subtenant.

10.03 No consent by Landlord to any subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent or subletting, including the obligation to indemnify Landlord in accordance with Section 7.01 of this Lease. The consent by Landlord to any subletting shall not relieve Tenant from the obligation to

obtain Landlord's express written consent to any other subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provisions of this Lease or to be a consent to any subletting. Consent to one subletting shall not be deemed to constitute consent to any subsequent subletting.

ARTICLE 11 TRANSFER OF LANDLORD'S INTEREST

Landlord shall have the right at any time to sell, transfer, assign, pledge, hypothecate or otherwise dispose of Landlord's interest in the Property and in this Lease. In the event of any such sale, transfer, assignment, pledge, hypothecation or other disposition, all obligations of Landlord hereunder shall devolve upon the transferee and Landlord shall be released and discharged from all further obligation or liability hereunder; provided, that Landlord shall be responsible for any funds in the hands of Landlord in which Tenant has an interest until such funds have been delivered to the transferee. Tenant agrees to attorn to the transferee provided all of Landlord's obligations hereunder are assumed by the transferee in writing for the benefit of Tenant.

ARTICLE 12 MECHANICS' LIENS

Tenant shall keep the Property free and clear of all mechanics' liens resulting from any construction work done by or for Tenant. Tenant shall have the right to contest the correctness or validity of any such lien if, immediately on demand by Landlord, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1 / 2) times the amount of the claim of lien or other security satisfactory to Landlord. If used, the bond shall meet the requirements of Section 3143 of the California Civil Code and shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit. Should Tenant fail to discharge any such lien or cause the same to be released within sixty (60) days from the date the lien is filed, Landlord may, without inquiring into the validity thereof, cause the same to be discharged and all amounts so expended by Landlord, together with reasonable attorney's fees and expenses, shall be paid by Tenant to Landlord as additional rent hereunder, together with interest thereon at the rate of ten percent (10%) per annum. Tenant shall give ten (10) days prior written notice to Landlord of the date on which any construction work will be commenced so as to afford Landlord the opportunity to post a notice of nonresponsibility.

ARTICLE 13 ENTRY BY LANDLORD

13.01 Landlord and Landlord's authorized representatives shall have the right to enter the Property at reasonable hours and, except for emergencies, upon 24 hour prior notice to Tenant, for any of the following purposes:

- (a) To examine and inspect the Property;
- (b) To supply any service to be provided by Landlord to Tenant hereunder;

- (c) To perform any necessary maintenance or repairs that Landlord is required or permitted to perform hereunder;
- (d) To serve, post or keep posted any notices required or allowed under the provisions of this Lease;
- (e) To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during the last ninety (90) days of the Lease term, or during any period while Tenant is in default;
- (f) To show the Property to prospective tenants, buyers, lenders or other persons at any time during the Lease term;
- (g) To do any other act or thing necessary for the safety or preservation of the Property, or to comply with the directives of any governmental authority having jurisdiction over the Property.

13.02 Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Property or any other loss occasioned by Landlord's entry pursuant to Section 13.01. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Property and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Property, and any entry to the Property obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Property, or an eviction, actual or constructive, of Tenant from the Property, or any portion thereof.

ARTICLE 14

DEFAULT BY TENANT OR LANDLORD

14.01 The occurrence of any one or more of the following events ("Events of Default") shall constitute a material default and breach of this Lease by Tenant:

- (a) Any failure by Tenant to pay any rental or any other sum required to be paid by Tenant hereunder, except as provided in Section 3.01, and when the same becomes due and payable and after being given a 3-Day Notice to do so.
- (b) Any failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where such seizure is not discharged within forty-five (45) days.
- (d) Tenants' failure to provide services regularly to less than 20 children.

14.02 Any notice given under this Article shall specify the Event of Default and the applicable Lease provisions and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture, or a termination of this Lease provided Tenant cures the default within the applicable period of time.

14.03 Any failure by Landlord to observe and perform any provision of this Lease to be observed or performed by Landlord, where such failure continues for thirty (30) days after written notice thereof by Tenant to Landlord, shall be deemed a material default and breach of this Lease by Landlord; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion.

ARTICLE 15 LANDLORD'S REMEDIES UPON DEFAULT

Upon the occurrence of an Event of Default, Landlord may terminate Tenant's right to possession of the Property at any time during the continuance of such default in accordance with the provisions of Section 1951.2 of the California Civil Code. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Property, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant all rent that may accrue to the date on which possession of the Property is returned to Landlord together with any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

ARTICLE 16 LANDLORD'S RIGHT TO CURE DEFAULTS

If Tenant shall fail to pay any sum of money, other than rental, required to be paid by Tenant hereunder, or shall fail to perform any other act on Tenant's part to be performed hereunder, and

such failure shall continue for thirty (30) days after notice thereof by Landlord, Landlord may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make such payment or perform any such other act on Tenant's part to be made or performed hereunder. All sums expended by Landlord, including necessary incidental costs, shall be deemed additional rent hereunder and shall be payable to Landlord immediately upon demand, together with interest thereon at the rate of ten percent (10%) per annum from the date of expenditure to the date of reimbursement.

ARTICLE 17 COSTS OF SUIT

17.01 In the event legal action between Landlord and Tenant shall become necessary in order to enforce or interpret this Lease, or any provision contained herein, the prevailing party shall be entitled to recover all costs and expenses as may be incurred in connection therewith, including reasonable attorney's fees.

17.02 Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Property by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant covenants to save, defend, and hold Landlord harmless from any judgment rendered against Landlord or the Property or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with such litigation.

ARTICLE 18 ESTOPPEL CERTIFICATE

Each party, within ten (10) business days after notice from the other, shall execute and deliver to the other, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified stating the modifications. The certificate also shall state the amount of monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and shall further certify that there is no uncured default by the other party under the Lease, or specify such default, if any is claimed. Failure to deliver the certificate within the ten (10) days, shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate, and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, that there are no uncured defaults by the party requesting the certificate and that monthly rent has not been paid in advance except as stated by the party requesting the certificate.

ARTICLE 19 HOLDING OVER

If Tenant remains in possession of all or any part of the Property after the expiration of the Lease any renewal term hereof without such term being further extended pursuant to Article 2, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term of this Lease. In such case, to apply tenancy shall be subject to every term, covenant and agreement contained herein.

ARTICLE 20 SURRENDER

20.01 Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Property in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. Tenant shall remove all of Tenant's personal property and trade fixtures and shall repair, at Tenant's expense, any damage to the Property caused by such removal, including, without limitation, repair of floors and patching and repainting of walls where required, all to Landlord's reasonable satisfaction. Any personal property or trade fixtures not removed at the expiration or earlier termination of this Lease shall be deemed abandoned by Tenant. If Landlord so elects, Tenant shall also remove any alterations or improvements installed by or for Tenant which would otherwise remain as part of the Property and Tenant shall restore the Property to their condition prior to such installation.

20.02 Should Tenant fail to remove any personal property or trade fixtures or fail to remove any alterations or improvements as requested by Landlord, Tenant shall be liable to Landlord for any and all removal costs, transportation and storage expenses, and the cost of restoring the Property as required herein. Tenant shall indemnify Landlord against any loss, damage or liability resulting from delay by Tenant in so surrendering the Property, including, without limitation, any claims made by any succeeding tenants founded on such delay.

ARTICLE 21 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing. The receipt and acceptance by Landlord of delinquent rent shall constitute only a waiver of timely payment for the particular rent payment involved.

ARTICLE 22 NOTICES

22.01 All notices or demands required or permitted to be given hereunder shall be in writing and shall be either personally served or mailed by certified mail, return receipt requested, to the other party at the following addresses:

To Landlord: City of Brisbane
Attn: City Manager
50 Park Place
Brisbane, California 94005

To Tenant: Silverspot Nursery School
Attn: Board of Directors
4 Solano Street
Brisbane, California, 94005

22.02 Either party may change the foregoing address by giving notice to the other in the manner provided herein. Any notice sent by mail shall be deemed received on the third business day following deposit of the notice in the United States Mail, with proper postage prepaid thereon.

ARTICLE 23 MISCELLANEOUS PROVISIONS

23.01 **Captions.** The captions used in this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any provision contained herein.

23.02 **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes and cancels any prior agreements or understandings, whether written or oral. This Lease may only be modified by a written amendment hereto executed by both parties.

23.03 **Severability.** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23.04 **Time.** Time is hereby declared to be of the essence of this Lease and each and every provision hereof.

23.05 **Corporate Authority.** Each of the persons executing this Lease on behalf of Tenant does hereby represent and warrant that Tenant currently is in good standing as a California nonprofit corporation; that the corporation has full right and authority to enter into this Lease; and that each person executing this Lease on behalf of the corporation is duly authorized and empowered to do so.

23.06 **Calendar Days.** Unless otherwise expressly stated, all references herein to any acts or obligations to be performed within a certain number of days shall mean calendar days.

23.07 **Choice of Law.** This Lease shall be governed by and interpreted in accordance with the laws of the State of California.

23.08 Successors and Assigns. Subject to the restrictions against assignment and subletting by Tenant, this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Balance of this page intentionally left blank.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD: City of Brisbane, a municipal corporation

By: _____
Jeremy Dennis, City Manager

ATTEST:

Ingrid Padilla, City Clerk

Approved as to form

Michael Roush, Legal Counsel

TENANT: Silverspot Nursery School, a California Nonprofit Corporation

By: _____
Tom Faust, Board President

By: _____
Diana Ji, Director



BRISBANE CITY COUNCIL

ACTION MINUTES

JOINT CITY COUNCIL AND HOUSING AUTHORITY MEETING AGENDA THURSDAY, JULY 17, 2025

HYBRID MEETING, 50 PARK PLACE, BRISBANE, CA 94005

6:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Mayor Lentz called the meeting to order at 6:317 P.M. and led the Pledge of Allegiance.

ROLL CALL

A. Consider any request of a City Councilmember to attend the meeting remotely under the “Emergency Circumstances” of AB 2449

No requests were made under Roll Call Item A.

Councilmembers Present: Councilmembers Davis, Kern, Mackin, O’Connell and Mayor Lentz

Councilmembers Absent: None

Staff Present: City Manager Dennis, Assistant City Manager Fernandez, City Clerk Padilla, City Attorney McMorro, Finance Director Yuen, Community Development Director Swiecki, City Engineer Breault, Deputy Public Works Director Kinser, Assistant Engineer Santoyo, Management Analyst Brown, Police Commander Garcia, Police Chief Macias, and Admin Management Analyst Ibarra

REPORT OUT OF CLOSED SESSION

City Attorney McMorro reported that Councilmembers provided direction to staff on the Performance Evaluation item.

ADOPTION OF AGENDA

Councilmember O’Connell made a motion, seconded by Councilmember Davis, to adopt the agenda as it stands. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O’Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

AWARDS AND PRESENTATIONS

B. Recognizing Karen Kinser for her 31 years of Service to the City of Brisbane

Mayor Lentz proclaimed that the City Council of the City of Brisbane, on behalf of the entire community, extends its deepest gratitude and highest respect to Deputy Public Works Director Karen Kinser for her distinguished service and unwavering commitment to the public good.

Mayor Lentz, Councilmembers, and Former City Manager Robin Leiter congratulated Karen Kinser on her retirement after 31 years of service to the City of Brisbane

Council took a 5 minute reception break.

ORAL COMMUNICATIONS NO. 1

Ariel Cherbowsky and Frida Pensamiento thanked the City for co-sponsoring the Summer Solstice Celebration with San Bruno Mountain Watch.

CONSENT CALENDAR

C. Approve Minutes of City Council Special Meeting of June 26, 2025

E. Adopt a Resolution Prohibiting Parking at the Bay Conservation and Development Commission's Public Parking Area Within 7000 Marina Boulevard Between the Hours of 2:00 A.M. and 4:00 A.M.

F. Award the Construction Contract for the 2024 Slurry Seal Project to VSS International, Inc. in the Amount of \$313,211.00, and Authorize the Mayor to Sign the Contract

G. Accept the Annual Military Equipment Report per California Assembly Bill 481

H. Approve Revised Silverspot Nursery School Lease Agreement

I. Authorize Staff to Release a Request for Proposals to Lease or Manage the Visitacion Garden Senior Housing Development

K. Adopt a Resolution, "Imposing National Pollutant Discharge Elimination System Compliance Fees on Commercial Property Owners Within an Identified Study Area," authorizing placement of said charges on the 2025-2026 County Tax Roll, and authorizing the County Tax Collector to collect such charges"

(The NPDES Commercial Property Fees is anticipated to generate \$279,854 to assist in offsetting the NPDES budget shortfall.)

Council made a request to pull Consent Calendar Item J and D for discussion. Councilmember O'Connell made a motion, seconded by Councilmember Davis, to approve Consent Calendar Item C, E, F, G, H, I and K. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O'Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

J. Acquisition of Five Properties in the Brisbane Acres for Purposes of Open Space and Habitat Conservation

(With escrow fees, the total cost to the City will be approximately \$855,000. The City will use the funds received from the recent sale of vacant property in Crocker Park to purchase these properties. This action is not subject to further environmental review as it is not a project under the California Environmental Quality Act. CEQA Guidelines, Section 15378(b)(4))

Councilmember O'Connell pulled Item J to acknowledge staff's hard work to acquire the 5 Brisbane Acre properties.

Councilmember O'Connell made a motion, seconded by Councilmember Kern, to approve Consent Calendar Item J. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O'Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

D. Approve Amendment to Reimbursement Agreement with 90 Santa Clara

After some council questions of staff and property owners, Amy Cheng of 80 Santa Clara Street asked not to extend this agreement. Michele Salmon raised safety concerns about cars being parked in front of the fire road.

After council discussion, Council directed staff to bring back this item at a Council Meeting during May of 2026, closer to the expiration date of the Reimbursement Agreement with 90 Santa Clara. The council can consider at this future council meeting the request made by the parties who paid for construction of the roadway extension to extend the term of the agreement to May 9, 2037.

PUBLIC HEARING

L. City of Brisbane Local Stormwater Program Fees

1. Open the Public Hearing and take public comment. Close the Public Hearing, and if appropriate, overrule any objections to the imposition of fees related to the National Pollutant Discharge Elimination System (NPDES)

2. Consider Adoption of a Resolution, "A Resolution of the City Council of the City of Brisbane Imposing Charges for Funding the Local Brisbane Stormwater Program, Authorizing Placement of Said Charges on the 2025-2026 County Tax Roll and Authorizing the County Tax Collector to Collect Such Charges."

City of Brisbane Local Stormwater Program, and authorizes the County Tax Collector to place such charges on the property tax roll. The total fee assessment (charges) per the 2025 Engineer's Report is approximately \$51,550. The annual charge per parcel is not changed from previous years.

After the public hearing was open, Michele Salmon asked if there are any relief for property owners from these fees.

Councilmember O'Connell made a motion, seconded by Councilmember O'Connell, to close the public hearing. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O'Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

After further clarifying questions and council discussion, Councilmember O'Connell made a motion, seconded by Councilmember Davis, to adopt a Resolution imposing charges for funding the local Brisbane Stormwater Program, authorizing Placement of said charges on the 2025-2026 County Tax Roll and authorizing the County Tax Collector to collect such charges. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O'Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

M. Imposition of Fiscal Year 2025-2026 Tax Roll Charges for the Sierra Point Landscaping and Lighting District

- 1. Hear Statement of Engineer of Record, Read Mayor's Statement, Hear City Clerk Statement, Open Public Hearing to hear any testimony, Close Public Hearing**
- 2. Consider Adoption of proposed Resolution Addressing Objections and Ordering the Improvements and Confirming the Diagrams and Assessment for Fiscal Year 2025-2026 for the Sierra Point Landscaping and Lighting District.**

After hearing the statements from the Engineer of Record, Mayor Lentz and City Clerk Padilla, and no Council questions, the Mayor opened the public hearing for the Imposition of Fiscal Year 2025-2026 Tax Roll Charges for the Sierra Point Landscaping and Lighting District.

Councilmember O'Connell made a motion, seconded by Councilmember Kern, to close the public hearing. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O'Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

Councilmember Kern made a motion, seconded by Councilmember O'Connell, to adopt a Resolution

addressing objections and ordering the improvements and confirming the diagrams and assessment for Fiscal Year 2025-2026 for the Sierra Point Landscaping and Lighting District. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O’Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

NEW BUSINESS

N. Review of Residential Parking Permit Program on Thomas Avenue and Request for City Council Direction

(Staff is recommending to consider the feedback from Thomas Avenue residents and provide direction whether to continue, modify or end the Residential Parking Permit Program on Thomas Avenue.)

Deputy Public Works Director Kinser reported that staff prepared a short survey on the Residential Parking Permit Program (RPPP) on Thomas Avenue and mailed it to all residents of Thomas Avenue. There were 20 responses, and 75% did not want to see the program continue, with 25% in favor of the program. While the large majority of people contacted did not want the program to continue, staff observed that the program outreach was apparently limited, as some residents seemed unaware of how it worked and how to make requests for enforcement. Staff is requesting direction from City Council whether to continue, modify or end the RPPP.

After council questions, Tiffany Meyer asked Council not to continue the parking permit program because of the financial burden on the residents of that street.

After some Council discussion, Councilmember Kern made a motion, seconded by Councilmember Davis, to end the Residential Parking Permit Program. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O’Connell and Mayor Lentz

Noes: None

Absent: None

Abstain: None

O. Receive the Complete Streets Safety Committee (CSSC) Recommended Safety, Traffic Flow, and Parking Improvements to the Visitacion Avenue Corridor and Provide Direction to Staff on their Implementation

Deputy Public Works Director reported that the Complete Streets Safety Committee and Council liaisons made the following recommendations to improve the safety, traffic flow and parking on Visitacion Avenue:

- Designate a loading zone on Monterey Street EB at Visitacion Avenue next to Beauty Fix for delivery truck use during daytime delivery hours only.
- Designate Transportation Network Company (such as DoorDash and Uber Eats) and

resident curbside pickup spots on Visitacion Avenue approaching Mariposa Street NB and approaching Monterey Street SB

- Convert the vacant Brisbane Teen Center lot into a public parking lot
- Utilize MPS Safety Sticks to provide parking enforcement
- Increase fines for double parking violations

After council questions, Michele Salmon commented that the City would have less parking problems if there were enforcement and also provided more possible solutions for the parking issues. Chris Florkowski added that parking becomes an issue when good public transportation is not available.

After Council discussion, staff was directed to contact businesses and residents to learn more about the parking needs especially regarding truck deliveries.

P. Consider Authorizing Staff to Release a Request for Proposals for City Attorney Services

City Manager Dennis reported that in January 2025, Mr. McMorrow provided written notice to the City Council informing Council of his and Mr. Roush's intention to step down from their respective roles at the end of 2025. In that memo, Mr. McMorrow laid out a process for recruiting and appointing a new City Attorney. City staff have drafted a proposed Request for Proposals (RFP) that fulfills the core responsibilities and services of a City Attorney. Since the City Attorney is appointed by the City Council directly, staff requests feedback on the RFP and provide direction on the next steps of the recruitment process.

After council questions, no public comment and council discussion, staff were given direction to move forward with the recruitment and the release of the Request for Proposals for City Attorney Services.

STAFF REPORTS

Q. City Manager's Report- City Updates and Upcoming Activities

City Manager Dennis provided updates and reported on upcoming activities in the City.

MAYOR/COUNCIL MATTERS

R. Countywide Assignments and Subcommittee Reports

- i. Report Out on Subcommittee Meetings
- ii. Upcoming Subcommittee Meetings

Councilmembers reported on their subcommittee and county assignment activities as well requesting input from each councilmember on important Countywide matters.

S. Written Communications

Written communication was received from the following members of the public:

Florkowski (07-14-2025) Large Data Center
Cheng (07-15-2025) 80 Santa Clara Street
Follien (7-17-2025) New Business Item O
Repke (7-17-2025) Safety Sticks

ORAL COMMUNICATIONS NO. 2

Michele Salmon thanked the City for the Brisbane Acres purchases and for cosponsoring of the Summer Solstice event with San Bruno Mountain Watch.

Chris Florkowsky asked Council to consider the regional transit measure through the lens of San Mateo County not in isolation.

Roland Lebrun commented for the Council and the public to review important discussions at the latest Caltrain Board Meeting.

ADJOURNMENT

Mayor Lentz adjourned the meeting at 9:29 P.M.

Ingrid Padilla
City Clerk

I.



Outlook

Re: 2025 Silverspot Agreement

From Diana Ji <diana@silverspotcoop.org>
Date Wed 7/23/2025 2:25 PM
To Leek, Noreen <nleek@ci.brisbane.ca.us>
Cc Silverspot Board <silverspotboard@silverspotcoop.org>

Hi Noreen,

We have transitioned into our new Board of Directors as of July 17, 2025. Our board has reviewed the new lease and they would like to bring the following key points to your attention for consideration and negotiation:

1. Article 2.01 – Lease Term

- **Issue:** The term has been reduced from 5 years to 2 years.
- **Concern:** Asking our board to revisit and renegotiate the lease every two years places a significant administrative burden.
- **Recommendation:** Request a 3-year term as a more reasonable compromise.

2. Article 3.01 – Rent / Waiver of Rent

- **Issue:** Monthly rent increases from \$310 to \$1,000.
- **Concern:** This represents more than a 200% increase. Based on inflation, a reasonable adjustment would be closer to \$500.
- **Note:** While we contribute approximately \$1,000 per month to tuition assistance, we require flexibility to continue meeting our programmatic goals.
- **Recommendation:** Propose a rent closer to \$500/month, in line with inflation and our budgetary constraints.

3. Tennant Signatures need to be adjusted

- **President:** Jessica Farkas
- **Secretary:** Laura Shoolery
- **Note:** Director of school does not sign the lease

Best regards,

Diana Ji
 On behalf of Silverspot Nursery School Board of Directors

On Wed, Jul 23, 2025 at 11:19 AM Leek, Noreen <nleek@ci.brisbane.ca.us> wrote:

Hi Diana,

At last week's City Council meeting, the 2025 Silverspot lease agreement was approved. Attached is a copy. Please sign on the final page and return at your earliest convenience. I will then pass along the copy to our Clerk who will fully execute the lease with City signatures and can provide a final copy for your records at that time. Please let me know if you have any questions and we look forward to continuing our partnership!

Kindly,

Noreen



NOREEN LEEK | She/Her
 Parks & Recreation Director
 Direct: (415) 508-2141 | Email: nleek@brisbaneca.org
 City Hall Public Walk-in Hours: M – Th: 8:30 AM – 4:30 PM, F: 8:30 AM – 12:30 PM



LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Lease") effective as of August 1, 2025, between THE CITY OF BRISBANE, a municipal corporation ("Landlord") and SILVERSPOT NURSERY SCHOOL, a California nonprofit corporation ("Tenant"). Landlord and Tenant are sometimes referred to in this Lease jointly as the "Parties" and individually as a "Party."

RECITALS

- A. Landlord is the owner of the real property and improvements thereon located at 4 Solano Street, in the City of Brisbane, County of San Mateo, State of California, as more particularly shown in the drawing attached hereto as Exhibit "A" and incorporated herein by reference ("the Property").
- B. Landlord and Tenant have been in a landlord and tenant relationship as to the Property since March 2003; since June 1, 2019, the tenancy has been on a month-to-month basis.
- C. Tenant has requested Landlord to enter into this Lease and Landlord is willing to enter into this Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration set forth herein, Landlord and Tenant agree as follows:

ARTICLE 1 PROPERTY AND COMMON AREAS

1.01 Landlord, for and in consideration of the rents, covenants and agreements on the part of the Tenant to be paid, kept and performed, does hereby lease the Property to Tenant and Tenant does hereby rent the Property from Landlord, on the terms of conditions set forth in this Agreement.

1.02 Tenant shall have the non-exclusive right to use the playground area adjacent to the Property, it being understood that such playground area shall at all times remain open and available for use by the general public. Tenant shall also have the non-exclusive right to use the public parking spaces on Solano Street for all of Tenant's off-street parking requirements, subject to any rules and regulations concerning such use as may be adopted by Landlord from time to time, and Tenant shall not be required to provide any parking facilities on the Property. The execution of this Lease by Landlord shall constitute a waiver of any and all off-street parking requirements that might otherwise be applicable to Tenant's use and occupancy of the Property.

ARTICLE 2 TERM

2.01 The term of this Lease shall be a period of two years, commencing on August 1, 2025(the "Commencement Date") and ending on July 31, 2027, unless sooner terminated as provided herein.

2.02 Tenant may request to renew the Lease for an additional term of two years, i.e., from August 1, 2027, until July 31, 2029, (the “Renewal Term”) by giving written notice to Landlord of Tenant’s no earlier than January 1, 2027 and request no later than April 1, 2027.

2.03 At the written request of Tenant for an extension of the Lease term, which shall be submitted as provided in Section 2.02, Landlord shall conduct a performance review of Tenant's operations on the Property to determine whether such operations have been conducted to the reasonable satisfaction of the Landlord. The factors to be considered for such review shall include, but are not limited to, number of children served, number of Brisbane residents and persons employed in Brisbane utilizing Tenant’s childcare services, hours of operation, compliance by Tenant with the terms and conditions of this Lease, and the nature of complaints, if any, received by Landlord concerning the childcare or other services provided by Tenant at the Property. If the Landlord determines, in its sole discretion, that Tenant's operations have been conducted in a satisfactory manner, the term of this Lease shall be extended for an additional two years as provided in Section 2.02. Thereafter, the Lease shall be renewed for additional one-year terms upon approval of each extension by the City Manager. Landlord may require a performance review before any extension is granted.

2.04 Notwithstanding any other provision of this Lease, Tenant may terminate this Lease at any time during the Lease term by giving sixty (60) days prior written notice to Landlord.

ARTICLE 3 RENT/WAIVER OF RENT

3.01 The monthly rent shall be \$1,000; provided, however, Landlord shall waive the payment of monthly rent (“Monthly Waiver”) if Tenant expends an equivalent amount of the monthly rent in a manner that, in Landlord’s sole discretion, provides a direct benefit to the Brisbane community, such as provided in Section 3.02.

3.02 Landlord approves Tenant's proposed use of the Monthly Waiver toward a Tuition Assistance Program operated by Tenant that will reduce the tuition charged by Tenant to households that require financial assistance to participate in Tenant's childcare program. If the entire Monthly Waiver is not needed for financial assistance as set forth in the previous sentence, Tenant may, with Landlord’s approval, apply any remaining Monthly Waiver toward other uses that will directly benefit the Brisbane community. Tenant shall provide a written annual report to Landlord not later than September 1 describing in reasonable detail the manner in which the Monthly Waiver has been used during the preceding 12 months (but without disclosing the identity of any household receiving financial assistance).

ARTICLE 4 USE AND OPERATION OF THE PROPERTY

4.01 The Property shall be used and occupied by Tenant solely for operation of a cooperative preschool and childcare facility and activities directly related to such use, such as membership and board meetings, consultations with parents, membership community events, and

fundraising events. The Property shall not be used for any other or additional purpose without the prior written consent of Landlord. Tenant shall obtain all state and local permits and licenses that may be required for the conduct of such use and shall keep the same in full force and effect at all times during the term of this Lease. A copy of each permit and license and each extension or renewal thereof shall be provided to Landlord.

4.02 Tenant's use of the Property shall be in accordance with the following requirements:

- (a) Tenant's services shall be available on a year-round basis on Mondays through Fridays (excluding holidays and school closures), between the hours of 8:00 am and 5:00 pm. Tenant's services will not be available for periods of time during the Holiday season generally consistent with periods of time when the Brisbane Elementary School is closed. Tenant shall provide to the Landlord in August an annual schedule showing such closure periods.
- (b) The preschool and childcare programs shall be designed for children between the ages of 2 years, and 5 years, 11 months.
- (c) Except as Landlord, in its sole discretion, agrees, Tenant shall regularly provide services to not less than 15 children. Should the number of children fall below 15, Tenant shall not be considered in default of this requirement if the number is increased to at least 15 children within 120 days. Tenant shall regularly provide services to not more than the maximum number of children allowed under Tenant's childcare license issued by the State of California.
- (d) In the determination as to which households receive services from Tenant, and to the extent it is permissible under the law, preference shall be given to people living or working in Brisbane. The order of priority shall be as follows: first, households whose children have received services from Tenant in past years; second to Brisbane households whose children have not received service from Tenant or who have not received services in past years; third, to persons employed full time or employed at least 20 hours/week in Brisbane; and fourth, all others. Preferences shall apply only when there are openings and when they become available and do not require termination of services to any household or person currently receiving services from Tenant.
- (e) Tenant shall in August of each year provide to Landlord a written annual report showing in the preceding 12 months the number of children enrolled in the program, the ages of the children, place of residence of the children, place of employment of parent(s) of children who are not residents of Brisbane, a general description of the activities conducted, and a summary of Tenant's financial condition.

4.03 Tenant shall not use the Property or permit anything to be done in or about the Property within Tenant's reasonable control which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be in

force, or which is prohibited by the standard form of fire insurance policy, or will in any way increase the existing rate of any fire or other insurance covering the Property, or cause any change or cancellation of such insurance. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not use or allow the Property to be used for any improper, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, or about the Property or commit or suffer to be committed any waste in, on or about the Property.

ARTICLE 5 CONDITION OF THE PROPERTY, ALTERATIONS AND IMPROVEMENTS BY TENANT

5.01 The Property is being leased to Tenant in "AS IS" condition and Landlord shall have no obligation to make any alterations or improvements to the Property for the benefit of Tenant. Tenant acknowledges that Tenant has exclusively occupied the Property since 2003 and Tenant is satisfied with and accepts the present condition of the Property.

5.02 Tenant shall not, without the prior written consent of Landlord (which shall not be unreasonably withheld or delayed), make any alterations, additions or improvements in, on or about the Property, or construct, install or paint any sign on the roof or exterior walls of the Property. As a condition to giving such consent, Landlord may require Tenant to provide Landlord a surety bond or other security satisfactory to Landlord to insure Landlord against mechanics' and materialmen's liens and to insure completion of the work. If any work to be performed by Tenant requires the issuance of a building permit or other form of governmental approval, Tenant shall obtain all such permits and approvals at Tenant's own expense before commencement of the work.

5.03 All alterations and improvements, whether temporary or permanent in character, made by Tenant in, on or about the Property, except removable trade fixtures installed at the expense of Tenant, shall, in the absence of a written request by Landlord for their removal, become the property of Landlord and shall remain upon and be surrendered with the Property at the termination of this Lease by lapse of time or otherwise without compensation to Tenant. To the extent Landlord is able to make a determination at the time the installation work is being done, Landlord shall advise Tenant of any alterations or improvements which Landlord desires be removed from the Property at the termination of this Lease; in all other cases, such determination shall be made by Landlord at the time of termination.

ARTICLE 6 UTILITIES AND SERVICES

6.01 Tenant shall pay, in addition to rent, the cost of the following utility and other services furnished to the Property, electricity, gas, water, telephone, internet, and refuse service. Whenever possible, Tenant shall establish a separate account with the utility or service provided so that all charges for service are billed directly to Tenant. However, in the event any of such charges are billed to Landlord, Landlord shall submit a statement showing the amount thereof

payable by Tenant and Tenant shall pay such amount to Landlord within thirty (30) days after receipt of the statement.

6.02 Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the rent provided herein be abated by reason of Landlord's failure to furnish or delay in furnishing any utilities or services when such failure or delay is caused by accident, breakage, repairs, strikes, lockouts or other labor dispute, or by limitation, curtailment, rationing or restrictions on use of electricity, gas, water or other utility, or any other cause, similar or dissimilar, beyond the reasonable control of Landlord.

ARTICLE 7 INDEMNITY AND INSURANCE

7.01 Tenant hereby waives any and all claims against Landlord for damage to any property or injury to or death of any person in, upon or about the Property, arising at any time and from any cause except to the extent caused by the negligence or willful misconduct of Landlord. Tenant further expressly indemnifies, defends, and holds Landlord harmless from and against any and all claims, demands, causes of action, liabilities, costs or expenses, including reasonable attorney's fees, occasioned by or in any way connected with the condition, use or misuse of the Property, or occasioned by any act or omission of Tenant and Tenant's agents, servants, employees, invitees, subtenants, or other persons who may come upon the Property, for damage to any property or injury to or death of any person except to the extent caused by the negligence or willful misconduct of Landlord. The indemnity obligations of Tenant set forth herein shall survive and continue beyond the term of this Lease.

7.02 Tenant hereby agrees to maintain in full force and effect at all times during the term of this Lease, at Tenant's expense, a policy or policies of comprehensive general liability insurance, insuring against all liability of Tenant and Landlord for bodily injury and property damage arising out of or in connection with Tenant's use and occupancy of the Property and also insuring performance by Tenant of the indemnity provisions set forth in Section 7.01. The amount of such insurance shall be at least \$2,000,000.00, combined single limit. However, the amount of such general liability insurance shall not limit Tenant's liability nor relieve Tenant of any obligations under this Lease. The general liability insurance policy shall name Landlord as an insured party thereunder and shall be endorsed to provide that: (i) the insurance provided thereunder shall be primary with respect to Landlord; and (ii) no cancellation or reduction in coverage will be made without twenty (20) days prior written notice to Landlord. A copy of the policy or a certificate of insurance shall be furnished to Landlord. In addition to the foregoing, Tenant shall be responsible for maintaining its own insurance covering the personal property, trade fixtures and removable leasehold improvements owned by Tenant and located upon the Property. Tenant shall also maintain workers' compensation insurance coverage as required by law.

7.03 Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the agents, employees or representatives of the other, on account of loss or damage to the property of the waiving party to the extent that such loss or damage is insured against under any insurance policies which either Landlord or Tenant may have in force at the time of such loss or damage. Tenant shall, upon obtaining the insurance required hereunder, give notice to the

insurance carrier that the foregoing mutual waiver of subrogation is contained in this Lease and Tenant shall cause each insurance policy obtained by Tenant to provide that the insurance company waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any damage covered by such policy.

ARTICLE 8 REPAIRS AND MAINTENANCE

8.01 Tenant shall, at all times during the term hereof and at Tenant's own expense, keep and maintain the Property and every part thereof in good condition and repair, including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, electrical systems, lighting fixtures, and all other equipment within the Property that do not require the replacement of the systems themselves, the interior surfaces of walls, ceilings, and floor coverings, and the windows, doors, and glass located within the Property. Tenant hereby waives all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Property as provided by California Civil Code Section 1942 or any other law, statute or ordinance now or hereafter in effect.

8.02 The maintenance and repair obligations of the Landlord shall include any repairs and maintenance to the exterior walls and roof of the Property, any significant, as determined by Landlord, structural repairs, and any necessary replacement of plumbing, heating, air conditioning or electrical systems. Repairs and maintenance as described in this section, shall be performed by Landlord, at Landlord's own expense, but without liability for failure to do so unless first notified by Tenant in writing of the necessity for such maintenance, repair or replacement. It is also understood that the Tot Lot playground area adjacent to the Property is not being leased to Tenant and Tenant has no responsibility for maintenance of such area. However, Tenant shall not allow any dangerous condition to be created in the Tot Lot playground area as a result of Tenant's own use.

ARTICLE 9 DAMAGE OR DESTRUCTION

9.01 If the Property is damaged, by fire or other casualty to the extent of less than fifty percent (50%) of the floor area of the structure, Landlord shall forthwith repair the same, provided such repairs can, in Landlord's opinion, be completed within ninety (90) days. In such event, this Lease shall remain in full force and effect except that if there is damage to the Property and such damage was not the result of negligence or willful misconduct of Tenant or Tenant's employees or invitees, the rent payable by Tenant shall be abated while the repairs are being made by the extent to which the Property is unusable by Tenant in the normal conduct of Tenant's business. If the repairs cannot, in Landlord's opinion, be completed within ninety (90) days, Landlord shall give written notice of such fact to Tenant within thirty (30) days after the date on which the damage occurred and either Landlord or Tenant may, within thirty (30) days after the giving of such notice, terminate this Lease.

9.02 Notwithstanding the provisions of Section 9.01 above, Landlord shall have the option of terminating this Lease in any of the following circumstances:

- (a) Where the damage or destruction arises from a casualty or cause not covered by insurance then in force maintained by Landlord, or if, for any reason, the proceeds from such insurance are not available or are inadequate to cover the entire cost of the repair.
- (b) Where the repairs cannot be made by reason of any statute, ordinance, rule or regulation of any governmental authority.

9.03 If Landlord is obligated or elects to repair any damage pursuant to this Article, Landlord shall not be required to repair or replace any improvements installed in the Property by Tenant and Tenant shall, at Tenant's own expense, repair and restore Tenant's own improvements.

9.04 In the event of damage or destruction of the Property to the extent of fifty percent (50%) or more of the floor area of the structure, either party may elect to terminate this Lease.

ARTICLE 10 ASSIGNMENT AND SUBLETTING

10.01 Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, pledge, hypothecate or encumber all or any part of Tenant's interest in this Lease or in the Property or any part thereof, and any attempt to do so shall be wholly void and shall constitute a breach of this Lease.

10.02 Tenant shall not sublet the Property or any portion thereof without Landlord's prior written consent, which Landlord shall be entitled to withhold in Landlord's absolute and sole discretion. Any request by Tenant for Landlord's approval of a proposed subletting shall be in writing and shall include the following information:

- (a) The name and legal composition of the proposed subtenant;
- (b) The terms and provisions of the proposed sublease, including, but not limited to, the amount of rent or other compensation, if any, to be paid by the subtenant; and
- (c) Such financial information as Landlord may reasonably request concerning the proposed subtenant.

10.03 No consent by Landlord to any subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent or subletting, including the obligation to indemnify Landlord in accordance with Section 7.01 of this Lease. The consent by Landlord to any subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provisions of this Lease or to be a consent to any subletting. Consent to one subletting shall not be deemed to constitute consent to any subsequent subletting.

ARTICLE 11

TRANSFER OF LANDLORD'S INTEREST

Landlord shall have the right at any time to sell, transfer, assign, pledge, hypothecate or otherwise dispose of Landlord's interest in the Property and in this Lease. In the event of any such sale, transfer, assignment, pledge, hypothecation or other disposition, all obligations of Landlord hereunder shall devolve upon the transferee and Landlord shall be released and discharged from all further obligation or liability hereunder; provided, that Landlord shall be responsible for any funds in the hands of Landlord in which Tenant has an interest until such funds have been delivered to the transferee. Tenant agrees to attorn to the transferee provided all of Landlord's obligations hereunder are assumed by the transferee in writing for the benefit of Tenant.

ARTICLE 12 MECHANICS' LIENS

Tenant shall keep the Property free and clear of all mechanics' liens resulting from any construction work done by or for Tenant. Tenant shall have the right to contest the correctness or validity of any such lien if, immediately on demand by Landlord, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1 / 2) times the amount of the claim of lien or other security satisfactory to Landlord. If used, the bond shall meet the requirements of Section 3143 of the California Civil Code and shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit. Should Tenant fail to discharge any such lien or cause the same to be released within sixty (60) days from the date the lien is filed, Landlord may, without inquiring into the validity thereof, cause the same to be discharged and all amounts so expended by Landlord, together with reasonable attorney's fees and expenses, shall be paid by Tenant to Landlord as additional rent hereunder, together with interest thereon at the rate of ten percent (10%) per annum. Tenant shall give ten (10) days prior written notice to Landlord of the date on which any construction work will be commenced so as to afford Landlord the opportunity to post a notice of nonresponsibility.

ARTICLE 13 ENTRY BY LANDLORD

13.01 Landlord and Landlord's authorized representatives shall have the right to enter the Property at reasonable hours and, except for emergencies, upon 24-hour prior notice to Tenant, for any of the following purposes:

- (a) To examine and inspect the Property;
- (b) To supply any service to be provided by Landlord to Tenant hereunder;
- (c) To perform any necessary maintenance or repairs that Landlord is required or permitted to perform hereunder;
- (d) To serve, post or keep posted any notices required or allowed under the provisions of this Lease;

- (e) To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during the last ninety (90) days of the Lease term, or during any period while Tenant is in default;
- (f) To show the Property to prospective tenants, buyers, lenders or other persons at any time during the Lease term;
- (g) To do any other act or thing necessary for the safety or preservation of the Property, or to comply with the directives of any governmental authority having jurisdiction over the Property.

13.02 Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Property or any other loss occasioned by Landlord's entry pursuant to Section 13.01. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Property and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Property, and any entry to the Property obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Property, or an eviction, actual or constructive, of Tenant from the Property, or any portion thereof.

ARTICLE 14

DEFAULT BY TENANT OR LANDLORD

14.01 The occurrence of any one or more of the following events ("Events of Default") shall constitute a material default and breach of this Lease by Tenant:

- (a) Any failure by Tenant to pay any rental or any other sum required to be paid by Tenant hereunder, except as provided in Section 3.01, and when the same becomes due and payable and after being given a 3-Day Notice to do so.
- (b) Any failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or the attachment, execution or other judicial seizure of

substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where such seizure is not discharged within forty-five (45) days.

- (d) Tenants' failure to provide services regularly to less than 20 children.

14.02 Any notice given under this Article shall specify the Event of Default and the applicable Lease provisions and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture, or a termination of this Lease provided Tenant cures the default within the applicable period of time.

14.03 Any failure by Landlord to observe and perform any provision of this Lease to be observed or performed by Landlord, where such failure continues for thirty (30) days after written notice thereof by Tenant to Landlord, shall be deemed a material default and breach of this Lease by Landlord; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion.

ARTICLE 15 LANDLORD'S REMEDIES UPON DEFAULT

Upon the occurrence of an Event of Default, Landlord may terminate Tenant's right to possession of the Property at any time during the continuance of such default in accordance with the provisions of Section 1951.2 of the California Civil Code. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Property, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant all rent that may accrue to the date on which possession of the Property is returned to Landlord together with any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

ARTICLE 16 LANDLORD'S RIGHT TO CURE DEFAULTS

If Tenant shall fail to pay any sum of money, other than rental, required to be paid by Tenant hereunder, or shall fail to perform any other act on Tenant's part to be performed hereunder, and such failure shall continue for thirty (30) days after notice thereof by Landlord, Landlord may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make such payment or perform any such other act on Tenant's part to be made or performed hereunder. All sums expended by Landlord, including necessary incidental costs, shall be deemed additional rent hereunder and shall be payable to Landlord immediately upon demand, together with interest thereon at the rate of ten percent (10%) per annum from the date of expenditure to the date of reimbursement.

ARTICLE 17 COSTS OF SUIT

17.01 In the event legal action between Landlord and Tenant shall become necessary in order to enforce or interpret this Lease, or any provision contained herein, the prevailing party shall be entitled to recover all costs and expenses as may be incurred in connection therewith, including reasonable attorney's fees.

17.02 Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Property by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant covenants to save, defend, and hold Landlord harmless from any judgment rendered against Landlord or the Property or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with such litigation.

ARTICLE 18 ESTOPPEL CERTIFICATE

Each party, within ten (10) business days after notice from the other, shall execute and deliver to the other, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified stating the modifications. The certificate also shall state the amount of monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and shall further certify that there is no uncured default by the other party under the Lease, or specify such default, if any is claimed. Failure to deliver the certificate within the ten (10) days, shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate, and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, that there are no uncured defaults by the party requesting the certificate and that monthly rent has not been paid in advance except as stated by the party requesting the certificate.

ARTICLE 19 HOLDING OVER

If Tenant remains in possession of all or any part of the Property after the expiration of the Lease any renewal term hereof without such term being further extended pursuant to Article 2, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term of this Lease. In such case, to apply tenancy shall be subject to every term, covenant and agreement contained herein.

ARTICLE 20 SURRENDER

20.01 Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Property in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. Tenant shall remove all of Tenant's personal property and trade fixtures and shall repair, at Tenant's expense, any damage to the Property caused by such removal, including, without limitation, repair of floors and patching and repainting of walls where required, all to Landlord's reasonable satisfaction. Any personal property or trade fixtures not removed at the expiration or earlier termination of this Lease shall be deemed abandoned by Tenant. If Landlord so elects, Tenant shall also remove any alterations or improvements installed by or for Tenant which would otherwise remain as part of the Property and Tenant shall restore the Property to their condition prior to such installation.

20.02 Should Tenant fail to remove any personal property or trade fixtures or fail to remove any alterations or improvements as requested by Landlord, Tenant shall be liable to Landlord for any and all removal costs, transportation and storage expenses, and the cost of restoring the Property as required herein. Tenant shall indemnify Landlord against any loss, damage or liability resulting from delay by Tenant in so surrendering the Property, including, without limitation, any claims made by any succeeding tenants founded on such delay.

ARTICLE 21 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing. The receipt and acceptance by Landlord of delinquent rent shall constitute only a waiver of timely payment for the particular rent payment involved.

ARTICLE 22 NOTICES

22.01 All notices or demands required or permitted to be given hereunder shall be in writing and shall be either personally served or mailed by certified mail, return receipt requested, to the other party at the following addresses:

To Landlord:	City of Brisbane Attn: City Manager 50 Park Place Brisbane, California 94005
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To Tenant:	Silverspot Nursery School Attn: Board of Directors 4 Solano Street Brisbane, California, 94005
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22.02 Either party may change the foregoing address by giving notice to the other in the manner provided herein. Any notice sent by mail shall be deemed received on the third business day following deposit of the notice in the United States Mail, with proper postage prepaid thereon.

ARTICLE 23 MISCELLANEOUS PROVISIONS

23.01 **Captions.** The captions used in this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any provision contained herein.

23.02 **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes and cancels any prior agreements or understandings, whether written or oral. This Lease may only be modified by a written amendment hereto executed by both parties.

23.03 **Severability.** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23.04 **Time.** Time is hereby declared to be of the essence of this Lease and each and every provision hereof.

23.05 **Corporate Authority.** Each of the persons executing this Lease on behalf of Tenant does hereby represent and warrant that Tenant currently is in good standing as a California nonprofit corporation; that the corporation has full right and authority to enter into this Lease; and that each person executing this Lease on behalf of the corporation is duly authorized and empowered to do so.

23.06 **Calendar Days.** Unless otherwise expressly stated, all references herein to any acts or obligations to be performed within a certain number of days shall mean calendar days.

23.07 **Choice of Law.** This Lease shall be governed by and interpreted in accordance with the laws of the State of California.

23.08 **Successors and Assigns.** Subject to the restrictions against assignment and subletting by Tenant, this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD: City of Brisbane, a municipal corporation

By: _____
Jeremy Dennis, City Manager

ATTEST:

Ingrid Padilla, City Clerk

Approved as to form

Michael Roush, Legal Counsel

TENANT: Silverspot Nursery School, a California Nonprofit Corporation

By: _____
Tom Faust, Board President

By: _____
Diana Ji, Director

File Attachments for Item:

J. Consider Adoption of an Ordinance, Amending Brisbane Municipal Code Chapters 15.10, 17.02, 17.12, 17.16, 17.32, 17.34, And 17.43 to Amend Regulations Pertaining to Accessory Dwelling Units and Junior Accessory Dwelling Units

(This item is for a Zoning Text Amendment 2025-RZ-02; Citywide; Zoning Text Amendments to update the City's existing Accessory Dwelling Unit regulations to comply with current State law; and finding that this project is statutorily exempt from environment review under CEQA Guidelines Section 15282(h) because it involves adoption of an ordinance regarding second units in single-family and multifamily residential zones; City of Brisbane, applicant.)



CITY COUNCIL AGENDA REPORT

Meeting Date: October 2, 2025

From: John Swiecki, Community Development Director

Subject: Zoning Text Amendment 2025-RZ-02; Adopt draft ordinance to update the City's existing Accessory Dwelling Unit (ADU) regulations; and finding that this project is statutorily exempt from environment review under CEQA Guidelines Section 15282(h).

Recommendation

Adopt the ordinance amending the Brisbane Municipal Code (BMC) to modify the regulations governing Accessory Dwelling Unit (ADU) development within the City, as provided in Attachment A, to comply with state law.

Background

The ordinance referenced above was introduced at the City Council Meeting of September 4, 2025. During discussion, the Council directed staff to further research the definition of "major transit stop" as defined in AB 2553. A major transit stop is currently defined as the intersection of two or more bus routes with a frequency of service interval of 20-minutes or less during the morning and afternoon peak commute periods.

The new definition for a major transit stop, as well as which stops within Brisbane qualify, directly impacts the maximum height limit for detached ADUs allowed under state ADU law. Detached ADUs on single-family or multifamily properties proposed within a half-mile radius of a qualifying stops must be allowed to build to a maximum height limit of 18 feet while detached ADUs on single-family properties outside that radius are limited to 16 feet in height.

The draft ordinance introduced on September 4, 2025, did not extend regulations beyond the minimum statutory requirements, except regarding the height limit for detached ADUs. The Planning Commission recommended the adoption of a singular maximum height limitation of 18 feet for detached ADUs citywide, based in part on the great extent to which residential properties within fell within ½ mile of a "major transit stop". The identification of major transit stops was based on a map prepared by the Metropolitan Transportation Commission (MTC) depicting qualifying major transit stops within the Bay Area, which included six stops in Brisbane.

Discussion

As noted above, the map attached to the September 4, 2025, Council agenda report identifying major transit stops in Brisbane was sourced from the MTC, which utilized data from December 2024. It showed six qualifying transit stops, including Commute.org shuttle stops on Valley Drive (BCP Shuttle) and SamTrans (Route 292) stops on Bayshore. The data indicated these stops qualified under the criteria of the intersection of two or more bus routes with a frequency of service interval of 20 minutes or less. This was the most recent data available prior to the draft ordinance's review by the Planning Commission on May 8, 2025.

On August 12, 2025, the state published an updated map depicting high quality stops; this map (Attachment 4) does not identify any qualifying stops within Brisbane. Staff independently verified the data by reviewing the schedule of SamTrans Route 292 and the newly consolidated Commute.org BCP shuttle.

Based on the new data, staff has amended the maximum height limit for detached ADUs to match state language (per Government Code, §66321) proposed within the draft ordinance as follows (Section 9 of Attachment 2):

- Lots with an existing or proposed single-family dwelling unit:
 - A height limit of 16 feet;
 - A height limit of 18 feet if within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor.
- Lots with an existing or proposed multifamily dwelling unit:
 - A height limit of 16 feet if the multifamily dwelling is single-story;
 - A height limit of 18 feet if the multifamily dwelling is multistory;
 - A height limit of 18 feet if within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor regardless the number of stories.

No other alterations have been made to the draft ordinance introduced September 4, 2025.

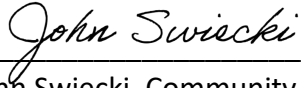
Fiscal Impact

None.

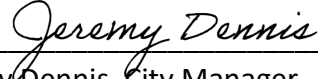
Attachments

1. Redline Copy of proposed Zoning Text Amendments
2. Revised Draft Ordinance
3. May 8, 2025, Planning Commission Resolution 2025-RZ-02 and Agenda Report, including an excerpt from California Department of Housing and Community Development ADU Handbook (January 2025) summarizing new state legislation
4. August 2025 Map of High Quality Transit Stops in Brisbane versus December 2024 Map

- a. Link to 2025 map: [High Quality Transit Stops | California State Geoportal](#)
- b. Link to 2024 map: [High Quality Transit Stops | Metropolitan Transportation Commission](#)



John Swiecki, Community Development Director



Jeremy Dennis, City Manager

Chapter 15.10 - Additions, alterations, and major rebuilds to existing buildings.

15.10.010 - Authority.

The building official or the building official's designee shall have the authority to enforce the provisions of this Chapter.

15.10.020 - Coordination with other Chapters.

This Chapter is intended to establish requirements which are in addition to, and not in replacement of, any other ordinance, rule, regulation, or policy of the city which may be applicable to the proposed development project, including any of the codes adopted by this Title 15 and the requirements of Section 17.01.060 of this title.

15.10.030 - Applicability.

This Chapter shall apply to additions, alterations, or major rebuilds, as defined in Section 15.10.040 of this Chapter, to a lawfully constructed building completed within any five (5) year period. The date of completion shall normally be established as the date on which the City grants final inspection approval of the work.

15.10.040 - Definitions.

For the purposes of this Chapter 15.10 the following definitions apply:

- A. "Addition and Alteration" shall mean new floor area added to an existing lawfully constructed building and/or changes to the existing floor area of a lawfully constructed building, which calculated together or apart constitute fifty (50) percent of the pre-existing floor area of the building. The conversion or recognition of non-habitable rooms to habitable space may be included in the calculation of alteration of space, at the discretion of the building official.
- B. "Major rebuild" shall mean removal of seventy-five percent (75%) or more of the combined surface area of the interior walls and ceilings of the habitable rooms of a building or structure to expose support members.
- C. "Floor Area" shall mean the sum of the gross horizontal areas of all floors of all buildings or structures measured from the interior face of the exterior walls, but excluding each of the following:
 - 1. Any area where the floor to ceiling height is less than six (6) feet.
 - 2. Any detached garage or other detached accessory structure which does not constitute habitable space.
 - 3. Any attached carport or covered deck.
 - 4. Any state-exempt attached or detached accessory dwelling unit ~~eight hundred (800) square feet or less in gross horizontal area that, if detached, does not exceed sixteen (16) feet in height,~~ where authorized pursuant to Chapter 17.43 of Title 17 of this Code.
- D. "Standards for new construction" shall mean:
 - 1. The requirements of the California Buildings Code adopted by this Title 15; and

2. The storm water management and discharge requirements established by Chapter 13.06 of Title 13; and
 3. The standard specifications and street standards adopted by Section 12.24.010 of Title 12.
- E. "Hardship" means some verifiable level of difficulty or adversity, beyond the control of the applicant, by which the applicant cannot reasonably comply with the requirements of this Chapter.

15.10.050 - Compliance Standards.

For applicable projects, the entire building shall be brought into conformity with the standards for new construction that the building official determines to be necessary or appropriate to eliminate existing health or safety hazards, including, but is not limited to, defects in structural integrity, defective or inadequate electrical installations, defective or inadequate fire sprinklers, sanitary sewer or storm drainage facilities, and substandard street access to the property.

15.10.060 - Exceptions.

- A. Standard Exceptions. The following standard exceptions to Section 15.10.050 shall apply:
1. The area of any additions and/or alterations not exceeding a cumulative total of four hundred (400) square feet within any five (5) year period.
 2. The conversion of existing floor area in an existing single-family or multiple-family dwelling to an accessory dwelling unit where authorized pursuant to Chapter 17.43 of Title 17.
 3. The area of any addition and/or alteration for the creation or expansion of a ~~state-exempt~~ attached or detached accessory dwelling ~~unit eight hundred (800) square feet or less in floor area~~ where authorized pursuant to Chapter 17.43 of Title 17. ~~If detached, the accessory dwelling unit may not exceed sixteen (16) feet in height.~~
 4. Work involving exterior surfaces, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck.
 5. Alterations, renovations or repairs which do not essentially change the uses of the rooms within the building.
- B. Other Exceptions. Where the above listed exceptions do not apply, the building official shall have authority on a case-by-case basis to grant modifications of any such requirements for the standards of new construction if the building official is able to find and determine that:
1. Compliance with the requirement will cause unreasonable hardship; or
 2. The modification does not reduce any requirements for fire protection or any requirements relating to structural support and integrity; or

3. The modification does not create any new or increased hazard to the health or safety of the occupants of the existing building or structure.

17.02.235 - Dwelling.

"Dwelling" means a place that is used as the personal residence of the occupants thereof, including transitional housing as defined in California Health and Safety Code Section 50675.2(h) and supportive housing as defined in California Health and Safety Code Sections 50675.14(b)(2) and (3). The term includes factory-built or manufactured housing, such as mobile homes, but excludes trailers, campers, tents, recreational vehicles, hotels, motels, boarding houses and temporary structures.

- A. "Duplex dwelling" means a building containing two dwelling units totally separated from each other by a wall, floor or ceiling; provided, however, that a building containing a single-family dwelling and a lawful accessory dwelling unit or junior accessory dwelling unit shall not be deemed a duplex.
- B. "Dwelling group" means a group of two (2) or more detached buildings located upon the same site, each of which contains one or more dwelling units.
- C. "Dwelling unit" means a room or group of rooms including living, sleeping, eating, cooking and sanitation facilities, constituting a separate and independent housekeeping unit, designed, occupied, or intended for occupancy by one family on a permanent basis. Permanent residency shall mean continuous occupancy of the dwelling unit for a period of thirty (30) days or more.
- D. "Multiple-family dwelling" means a building or site containing three (3) or more dwelling units (also see "duplex"). The term includes single-room-occupancy dwelling units, typically comprised of one or two (2) rooms (which may include a kitchen and/or a bathroom, in addition to a bed), that are restricted to occupancy by no more than two (2) persons.
- E. "Accessory dwelling unit" means a separate dwelling unit created upon a site that contains a single-family dwelling, duplex, or multiple-family dwelling. Subject to the restrictions of this title, the accessory dwelling unit may be within, attached to, or detached from the single-family dwelling, duplex, or multiple-family dwelling. An accessory dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation. The term "secondary dwelling unit" shall have the same meaning throughout this title. An accessory dwelling unit also includes the following:
 - 1. An efficiency unit, as defined in section 17958.1 of the Health and Safety Code.
 - 1-2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.
- E.F. "Junior accessory dwelling unit" means a dwelling unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the single-family dwelling. Junior accessory dwelling units are distinguished from accessory dwelling units in that they: (1) must include the conversion of existing, legally permitted floor area within an existing single-family dwelling; (2) must be owner occupied, or the main dwelling be owner occupied; and (3) are subject to unique standards that are not applicable to accessory dwelling units, as specified in Chapter 17.43 of this Title.

~~F.G.~~ "Primary dwelling unit" or "Main Dwelling" means a dwelling unit that is not an accessory dwelling unit or a junior accessory dwelling unit.

~~G.H.~~ "Single-family dwelling" means a dwelling unit constituting the only principal structure upon a single site (excluding any lawfully established accessory dwelling unit that may be located within the same structure on upon the same site). The term includes employee housing for six (6) or fewer persons, residential care facilities, licensed by the state to provide twenty-four-hour nonmedical care, serving six (6) or fewer persons (not including the operator, the operator's family or persons employed as staff) in need of supervision, personal services, or assistance essential for sustaining the activities of daily living or for the protection of the individual. Also see "Group care home" for seven (7) or more persons.

17.12.020 - Permitted uses. (R-BA)

The following permitted uses shall be allowed in the R-BA district:

- A. Single-family dwellings.
- B. Accessory structures and uses incidental to a permitted use, including personal cultivation of cannabis in compliance with Title 8, Chapter 8.12.
- C. Home occupations, conducted in accordance with the regulations prescribed in Chapter 17.44 of this title.
- D. Small family day care homes.
- E. Large family day care homes.
- F. Accessory dwelling units and junior accessory dwelling units, in accordance with Chapter 17.43 of this title.
- ~~F. Accessory dwelling units and junior accessory dwelling units, when authorized by a permit under Chapter 17.43 of this title.~~

Chapter 17.32.070 - Exceptions – Setback requirements.

- A. Notwithstanding any other provision of this title, certain structures or portions thereof may extend into a front, rear or side setback area to the extent permitted by the following chart:
 - 1. Projections from a Building.
 - a. Overhanging Architectural Features (Such as Eaves, Cornices Canopies, Rain Gutters and Downspouts).

Front setback area:	May extend three (3) feet from the building into the front setback area, but no closer than five (5) feet from the front lot line.
Rear setback area:	May extend three (3) feet from the building into the rear setback area, but no closer than seven (7) feet from the rear lot line.
Side setback area:	May extend three (3) feet from the building into the side setback area, but no closer than two and one-half (2½) feet from the side lot line. Rain gutters and downspouts may extend no closer than two (2) feet from the side lot line. In the R-1 district, a noncombustible awning over the main entrance to a residence located at the side of the structure may extend four (4) feet from the building into any portion of the side setback area, but shall not extend over or drain onto the abutting property.

- b. Cantilevered Windows No Greater Than Ten (10) Feet in Length That Do Not Include Any Floor Area (Such as Bay, Box, Bow, and Greenhouse Windows).

Front setback area:	May extend three (3) feet from the building into the front setback area, but no closer than five (5) feet from the front lot line.
Rear setback area:	May extend three (3) feet from the building into the rear setback area, but no closer than seven (7) feet from the rear lot line.
Side setback area:	May extend two (2) feet into the side setback area, but no closer than three (3) feet from the side lot line.

c. Supported Decks, Cantilevered Decks and Balconies.

Front setback area:	May extend five (5) feet from the building into the front setback area, but no closer than five (5) feet from the front lot line. Decks may be located atop a garage or carport approved under Section 17.32.070(A)(3)(a) and may extend to the front of the garage, but the railings of such deck may not exceed fifteen (15) feet in height above the elevation of the center of the adjacent street or four (4) feet from the surface of the deck, whichever is less, while at the same time maintaining the minimum railing height required by the building code.
Rear setback area:	May extend five (5) feet from the building into the rear setback area, but no closer than five (5) feet from the rear lot line. This exception shall not apply to the NCRO district.
Side setback area:	No exception permitted.

Modifications. The planning commission may approve a modification to the foregoing exceptions if there are not more than two (2) units on the site and the planning commission is able to make all of the following findings:

- i. The modification is necessary in order to gain access to the property or to the dwelling unit on the property.
- ii. The modification is necessary because of unusual or special circumstances relating to the configuration of the property.
- iii. The visual impacts of the modification have been minimized.

d. Deck Railings within Setback Areas.

Front setback area:	May not be higher than four (4) feet from the surface of the deck.
Rear setback area:	May not be higher than four (4) feet from the surface of the deck.

Side setback area:	No exception permitted.
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- e. Stairs, Ramps and Landings (That Are Open and Uncovered and Serve Buildings with No More Than Two Units).

Front setback area:	No more than one set of stairs per dwelling unit may extend from the building into the front setback area. Each set of stairs must lead to the front entrance of the unit. The height of the stairway within the front setback area shall not exceed twenty (20) feet. Stairs on grade, sidewalks, and other flatwork constructed of noncombustible materials may be located anywhere within the front setback area.
Rear setback area:	No more than one set of stairs per dwelling unit may extend from the building into the rear setback area, but no closer than five (5) feet from the rear lot line. Stairs on grade, sidewalks, and other flatwork constructed of noncombustible materials may be located anywhere within the rear setback area.
Side setback area:	No more than one set of stairs per dwelling unit may extend from the building into the side setback area, but no closer than three (3) feet from the side lot line. Stairs on grade, sidewalks, and other flatwork constructed of noncombustible materials may be located anywhere within the side setback area.

Modifications. The planning commission may approve a modification to the foregoing exceptions for stairs, ramps and landings if there are not more than two units on the site and the planning commission is able to make all of the following findings:

- i. The modification is necessary in order to gain access to the property or to the dwelling unit on the property.
- ii. The modification is necessary because of unusual or special circumstances relating to the configuration of the property.
- iii. The visual impacts of the modification have been minimized.

The planning commission may also approve a modification to the foregoing exceptions as part of a design permit being granted for three (3) or more units on the site, if the commission is able to make all of the findings listed above.

- f. Accessibility Improvements (Such as Ramps, Elevators, and Lifts).

All Setback Areas. Accessibility improvements, such as ramps, elevators and lifts, may be allowed within any front, rear or side area setback upon the granting of an accessibility improvement permit by the zoning administrator, following the conduct of a hearing with ten (10) days' notice thereof being given to the owners of all adjacent

properties. The zoning administrator may issue the accessibility improvement permit if he or she finds and determines that:

- i. The exception is necessary to meet special needs for accessibility of a person having a physical handicap which impairs his or her ability to access the property and cannot be addressed through the standard exceptions to the setback area requirements under this Section 17.32.070.
- ii. Visual impacts of the accessibility improvements located within a setback area have been minimized.
- iii. The accessibility improvements will not create any significant adverse impacts upon adjacent properties in terms of loss of privacy, noise or glare.
- iv. The accessibility improvements will be constructed in a sound and workmanlike manner, in compliance with all applicable provisions of the building and fire codes.

2. Small Free-Standing Structures.

- a. Small Accessory Buildings and Roofed Structures (Such as Gazebos, Greenhouses, Garden and Utility Sheds).

Front setback area:	No exception permitted.
Rear setback area:	May be placed at any location within the rear setback area which is not less than five (5) feet from the rear lot line or three (3) feet from the interior side lot line, provided the building or structure, or portion thereof, within the rear setback area does not exceed eight (8) feet in height and does not have a floor area in excess of one hundred twenty (120) square feet.
Side setback area:	May be placed at any location within the interior side setback area which is not less than three (3) feet from the interior side lot line, provided the building or structure, or portion thereof, within the interior side setback area does not exceed eight (8) feet in height and does not have a floor area in excess of one hundred twenty (120) square feet. No exception is permitted for an exterior side setback area.

Modifications. The zoning administrator may approve a modification to the foregoing exceptions for small accessory buildings and roofed structures, following the conduct of a hearing with ten (10) days' notice thereof being given to the owners of all adjacent properties, if the zoning administrator is able to make all of the following findings:

- i. The modification will not result in overbuilding the site or result in the removal of significant greenscape.

- ii. The modification will not create any significant adverse impacts upon adjacent properties in terms of loss of privacy, noise, or glare.
- iii. The accessory structure is designed to be compatible with the primary dwelling(s) on the site.

A building permit shall be required to construct or install any accessory structure for which a modification has been granted under this subsection.

- b. Unroofed and Openwork Roofed Garden Structures (Such as Arbors, Porticos, Trellises and Lath Houses).

Front setback area:	May not exceed eight (8) feet in height or cover more than fifteen percent (15%) of the front setback area.
Rear setback area:	May be placed at any location within the rear setback area which is not less than five (5) feet from the rear lot line, provided the structure, or portion thereof, within the rear setback area does not exceed eight (8) feet in height and does not cover more than fifteen percent (15%) of the rear setback area.
Side setback area:	May be placed at any location within the side setback area which is not less than three (3) feet from the side lot line, provided the structure, or portion thereof, within the side setback area does not exceed eight (8) feet in height and does not cover more than fifteen percent (15%) of the side setback area.

Modifications. The zoning administrator may approve a modification to the foregoing exceptions for unroofed and openwork roofed garden structures, following the conduct of a hearing with ten (10) days' notice thereof being given to the owners of all adjacent properties, if the zoning administrator is able to make all of the following findings:

- i. The modification will not result in overbuilding the site or result in the removal of significant greenscape.
- ii. The modification will not create any significant adverse impacts upon adjacent properties in terms of loss of privacy, noise, or glare.
- iii. The accessory structure is designed to be compatible with the primary dwelling(s) on the site.

3. Miscellaneous Improvements.

- a. Garages and Carports and Parking Decks on Slopes of Fifteen Percent (15%) or Greater.
- b. Decorative Artwork, Ponds, Fountains and Similar Water Features, Not More Than Six (6) Feet in Height.

- c. Existing Permitted Garages or Accessory Buildings Converted into Accessory Dwelling Units.

Front setback area:	May be placed at any location within the front setback area.
Rear setback area:	May be placed at any location within the rear setback area.
Side setback area:	May be placed at any location within the side setback area.

4. ~~Detached~~ Accessory Dwelling Units

- a. Exceptions to the setback requirements for ~~detached~~ accessory dwelling units shall be as established in Chapter 17.43.

a.b. ~~Attached accessory dwelling units within a principle or primary are subject to the setback exceptions contained within Section 17.32.070.~~

- B. The exceptions set forth in subsection A of this Section 17.32.070 shall not be construed to include chimney boxes, swimming pools and spas, exposed plumbing, or mechanical equipment such as heating and air conditioning units or pool pumps, and no exceptions to the setback requirements shall be permitted for any of these structures.
- C. Any structure, architectural feature, wall, or other improvement lawfully constructed within a setback area and constituting a nonconforming structure as defined in Section 17.02.560, may be allowed to continue in accordance with Chapter 17.38 of this title.

Chapter 17.34.020 – Minimum requirements. (Parking)

- A. The following minimum parking requirements shall apply to all buildings erected, new uses commenced, and to the area of extended uses commenced after the effective date of this Chapter. For any use not specifically mentioned in this Chapter, the planning commission shall determine the amount of parking required. All required off-street parking facilities shall be on-site unless specified differently in this Chapter or as permitted under Title 12 of this Code. Required off-street parking facilities need not be provided as covered parking unless specified differently in this chapter:

Uses:	Parking Requirements:
Single-family dwellings and group care homes:	
Studio or 1-bedroom dwellings not more than 900 square feet in floor area:	1 off-street space (uncovered or covered).
All other dwellings not exceeding 1,800 square feet in floor area:	1 off-street space plus 1 space which shall be in a garage or carport.
Dwellings exceeding 1,800 square feet in floor area on lots having less than 37.5 feet in frontage:	2 off-street spaces plus 1 space which shall be in a garage or carport.
Dwellings exceeding 1,800 square feet in floor area on lots of 37.5 feet frontage or greater:	2 on-street or off-street spaces plus 2 spaces which shall be in a garage or carport.

Uses:	Parking Requirements:
	See Section 17.34.020(B)(1) regarding garage and carport exclusions from the floor area calculation.
	Additional guest parking spaces shall be provided for all residential subdivisions of 5 or more single-family residences, at the rate of 1 parking space for every 5 units. Such spaces shall be located entirely within the public right-of-way and available for public use. Any accessible parking spaces required per Section 17.34.040(D) shall count as guest parking spaces.
Accessory dwelling units	In the R-1, R-2, R-3, NCRO-2, SCRO-1, PAOZ-1, or PAOZ-2 Districts: No off-street parking required. In the R-BA and PD Districts: 1 off-street parking space (uncovered or covered) <u>per accessory dwelling unit or per bedroom, whichever is less</u>, unless <u>any of the following criteria applies</u>: <u>1. the The accessory dwelling unit is located within one-half mile walking distance of public transit;</u> <u>2. , or the The accessory dwelling unit is part of the proposed or existing dwelling, as defined in Section 17.02.235, or an accessory structure as defined in subsection B of Section 17.02.755;</u> <u>3. Where the accessory dwelling unit is located within an architecturally and historically significant historic district;</u> <u>4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or</u> <u>4.5. When there is a car share vehicle located within one block of the accessory dwelling unit.</u>
Junior accessory dwelling units	No off-street parking required.

Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units

17.43.010 - Purposes of chapter.

Accessory dwelling units and junior accessory dwelling units are permitted under this chapter to achieve the following purposes:

- A. To provide opportunities to establish accessory dwelling units and junior accessory dwelling units on building sites developed with existing or proposed single-family dwellings, duplexes, or multiple-family dwellings.
- B. To provide affordable housing to meet the needs of Brisbane citizens.
- C. To ensure that the development of accessory dwelling units is compatible with existing development and reflects the diversity of the community.
- D. To implement and promote the goals and policies of the general plan so as to guide and manage residential development in the city in accordance with such plan.

17.43.020 - Definitions.

In addition to the definitions set forth in Chapter 17.02, all of which are applicable to this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section, in accordance with Chapter 13 to Division 1 of Title 7 of the Government Code, or successor provisions, unless the context or the provision clearly requires otherwise:

"Impact fees" include the fees specified in Sections 66000 and 66477 of the Government Code, but do not include utility connection fees or capacity charges.

"Living area" means the interior habitable area of a main dwelling unit, including basements and attics but not including a garage or any accessory structure.

"Main dwelling" means that dwelling unit on the property that is not an accessory dwelling unit or a junior accessory dwelling unit.

"Efficiency kitchen" means a kitchenette or a small kitchen or part of a room equipped as a kitchen in a junior accessory dwelling unit and shall include all of the following: (1) a cooking facility with appliances, and (2) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

"Multiple-family dwellings" means a dwelling than contains two (2) or more attached dwelling units (including a "duplex"), provided, however, that a property containing a single-family dwelling and an attached lawful accessory dwelling unit ~~(either attached and detached)~~ and/or a junior accessory dwelling unit shall not be deemed a multiple-family dwelling. The term does not include a dwelling group as defined in Section 17.02.235.

"State-exempt accessory dwelling unit" means an accessory dwelling unit that is not subject to development or design standards, including both standards within this title and standards found in state accessory dwelling unit law that are not specifically listed in Government Code §66323. This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.). See Section 17.43.070(A) for accessory dwelling units that ~~are~~ may be considered state-exempt accessory dwelling units.

17.43.030 – Permit Requirements.

- A. Except as provided by subsection C of this Section 17.43.030, building permit applications for junior accessory dwelling units or accessory dwelling units shall be ministerially processed within sixty (60) days of receipt of a complete building permit application and approved if they meet the requirements of this chapter. Incomplete applications will be returned to the applicant with a written explanation of the additional information required for approval.
- B. Notwithstanding subsection A, if the building permit application submitted will also create a new single-family dwelling or multiple-family dwelling on the lot, the application for the junior accessory dwelling unit or accessory dwelling unit(s) shall not be acted upon until the building permit application for the new single-family dwelling or multiple-family dwelling is approved, but thereafter shall be ministerially processed within sixty (60) days of receipt of a complete application and approved if it meets the requirements of this chapter. Occupancy of the junior accessory dwelling unit or accessory dwelling unit(s) shall not be allowed until the City approves occupancy of the main dwelling.
- C. The City shall grant a delay in processing an application for an accessory dwelling unit or junior accessory dwelling unit if requested by the applicant in writing.
- D. All junior accessory dwelling unit and accessory dwelling unit applications shall be subject to building inspection and permit fees as established by resolution of the City Council and water and sewer connection and capacity fees in compliance with Title 13, except that:
 - 1. No impact fees may be imposed on a junior accessory dwelling unit or accessory dwelling unit that is less than seven hundred fifty (750) square feet.
 - 2. For accessory dwelling units that have a floor area of seven hundred fifty (750) square feet or more, impact fees shall be charged proportionately in relation to the current impact fees for the square footage of the main dwelling.
- ~~E. Construction of an accessory dwelling unit and/or junior accessory dwelling unit in the R-BA Brisbane Acres Residential District shall require submittal of an application for an accessory dwelling unit permit in addition to an application for a building permit. Accessory dwelling unit permits shall be granted ministerially by the director of community development pursuant to this chapter within sixty (60) days of receipt of a complete permit application in accordance with Section 65852.2 of the California Government Code.~~

17.43.040 – Development regulations for accessory dwelling units.

Accessory dwelling units shall comply with all of the following development standards:

- A. Zoning Districts. Accessory dwelling units may only be established or occupied in the R-1, R-2, R-3, R-BA, NCRO-2, SCRO-1, PAOZ-1, PAOZ-2 and PD zoning districts with an existing or proposed single-family ~~or~~ multiple-family dwelling, or dwelling group.
- B. Density. An accessory dwelling unit that conforms to this ~~Chapter~~ chapter 17.43 shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located. The

accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot and shall not be considered in the application of any City ordinance, policy, or program to limit residential growth.

C. Lot Size. There is no minimum lot size requirement.

D. Number of Units.

1. Notwithstanding subsection 3., no more than one accessory dwelling unit may be constructed on any lot developed with a single-family dwelling, multiple-family dwelling, or dwelling group, except that multiple state-exempt accessory dwelling units may be constructed in accordance with Section 17.43.070.

2. The maximum number of accessory dwelling units permitted on any lot developed with a multiple-family dwelling shall comply with Section 17.43.050 of this chapter.

2-3. No more than a total of four (4) dwelling units, including accessory dwelling units, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title.

E. Attached or Detached. Accessory dwelling units may be attached to or located within the existing or proposed main dwelling, including garages, storage areas, or accessory structures, or detached from the main dwelling on the same lot.

F. Unit Size. Accessory dwelling units shall not exceed one thousand (1,000) square feet in floor area, as defined in Section 17.02.315 of Chapter 17.02 of this title.

1. Unit size for state-exempt accessory dwelling units is established under Section 17.43.070(C).

F.G. Setbacks. Accessory dwelling units shall be subject to the following setback requirements:

1. Front Setback: The minimum front setback shall be as established in the underlying zoning district regulations.

a. State-exempt units may be located anywhere in the front setback area.

2. Side Setback. Accessory dwelling units on a lot of forty (40) feet or more in width shall have a minimum side setback of four (4) feet. Accessory dwelling units on a lot with a width of less than forty (40) feet shall provide minimum side setbacks in compliance with the underlying zoning district regulations on any lot shall have a side setback of at least four (4) feet or as established in the underlying zoning district, whichever is less.

3. Rear Setback. Accessory dwelling units on any lot shall have a rear setback of at least four (4) feet.

4. No setback shall be required for an existing, legally permitted living area, garage, or accessory structure with nonconforming setbacks that is converted to an accessory dwelling unit or a portion of an accessory dwelling unit or an

accessory dwelling unit constructed in the same location and to the same dimensions, including height, as an existing, legally permitted living area, garage, or accessory structure with nonconforming setbacks.

5. Setback exceptions for detached accessory dwelling units.

- a. Overhanging Architectural Features (Such as Eaves, Cornices Canopies, Rain Gutters and Downspouts). May extend into required setback areas, but no closer than 2½ feet from the side lot line. Rain gutters and downspouts may extend no closer than 2 feet from the side lot line. A noncombustible awning over the main entrance to an accessory dwelling unit may into any portion of the setback area, but shall not extend over or drain onto an abutting property.
- b. Stairs, Ramps and Landings (That Are Open and Uncovered). Shall be constructed of noncombustible material. No more than 1 set of stairs per accessory dwelling unit may extend from the structure into required setback areas. Stairs on grade, sidewalks, and other flatwork constructed of noncombustible materials may be located anywhere within setback areas.
- c. Supported Decks, Cantilevered Decks and Balconies. Shall be no closer than 4 feet from any property line or ~~as the minimum setback~~ required within the underlying zoning district, whichever is less.
- d. No exceptions to the setback requirements shall be permitted for any of the following: cantilevered windows (such as bay, box, bow, and greenhouse windows); chimney boxes; exposed plumbing; or mechanical equipment such as heating, air conditioning units, or heat pumps.

4.6. Setback exceptions for attached accessory dwelling units are as provided in Section 17.32.070 of this title.

H. Lot Coverage. Accessory dwelling units shall be included in calculating the lot coverage for the lot on which the accessory dwelling unit is located.

- 1. ~~, State except for accessory dwelling units eight hundred (800) square feet or less in floor area and no more than sixteen (16) feet in height, exempt~~ accessory dwelling units shall be excluded from lot coverage requirements.

I. Floor Area Ratio. The floor area of the accessory dwelling unit shall be included in calculating the floor area ratio for the lot on which the accessory dwelling unit is located.

2.1. ~~, except that~~ State-exempt accessory dwelling units shall be excluded from floor area ratio calculations.

- 3. ~~Accessory dwelling units eight hundred (800) square feet or less in floor area and no more than sixteen (16) feet in height, if detached, are exempt from calculating the floor area ratio for the lot; and~~
- 4. ~~Accessory dwelling units proposed within the space of a single family dwelling or existing accessory structure may include an expansion of not more than one hundred fifty (150) square feet beyond the physical dimensions of the existing accessory structure or single family dwelling, provided however, that the expansion of the single family dwelling or accessory structure shall be limited to~~

~~accommodating ingress and egress for the accessory dwelling unit, the setbacks of the expansion shall comply with the setback standards set forth in subsection G of Section 17.43.040 or of the underlying zoning district if the accessory dwelling unit is attached to the single family dwelling, and shall be compliant with building, health, and fire codes.~~

J. Height.

1. Attached Accessory accessory dwelling units shall not exceed two stories and shall be subject to the height maximum established in the underlying zoning district.

5-2. Detached accessory dwelling units:

- a. On a lot with an existing or proposed single family or single-story, multifamily dwelling unit, detached accessory dwelling units shall not exceed sixteen (16) feet.
- b. On a lot with an existing or proposed multistory, multifamily dwelling unit, detached accessory dwelling units shall not exceed eighteen (18) feet.
- c. 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, detached accessory dwelling units shall not exceed eighteen (18) feet.

G-K. Required Facilities. An accessory dwelling unit shall include all of the following facilities:

1. A kitchen, including a sink, food preparation counter, storage cabinets, and permanent cooking facilities such as a range or cooktop and oven, that meet Building Code standards; and
2. A full bathroom, including sink, toilet, and shower and/or bath facilities.

H-L. Landscaping. Accessory dwelling units shall be subject to the landscaping requirements of the underlying zoning district except that state-exempt accessory dwelling units are exempt from landscaping requirements.

M. Parking. Parking spaces for the main dwelling and accessory dwelling units shall be provided in accordance with the requirements set forth in Chapter 17.34, except that state-exempt accessory dwelling units are exempt from parking requirements.

1. ~~except that when~~When a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is demolished or converted in conjunction with the construction of an accessory dwelling unit, any parking spaces that were provided by such garage, carport, ~~or~~ covered parking structure, or uncovered parking space are not required to be replaced.

I-N. Unit Access.

1. As required by Section 17.01.060, the lot on which the accessory dwelling unit is located shall have a legal means of access to the public right of way that complies with the street standards set forth in Section 12.24.010.
2. A separate exterior entry from the main entrance to the main dwelling shall be required to serve each attached accessory dwelling unit. Interior entry access between an accessory dwelling unit and the main dwelling is permitted, provided that the interior entry is located off a common living area of the main dwelling, such as a living room, family room, dining room, kitchen, or an interior hallway leading to common living areas.

J.O. Utilities. The lot is served by adequate water, sewer, and storm drain facilities which comply with city standards as established per Title 13 of this Code. An accessory dwelling unit shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for water and sewer service provided by the City, pursuant to Title 13 of this Code. As to the main dwelling, a separate water connection, a separate sewer service connection, or a separate power connection for water, sewer, and power service is not required for an accessory dwelling unit.

K.P. Compliance with Codes. The accessory dwelling unit and all new construction on the lot that will be performed in connection therewith shall comply with all applicable provisions of this title and all applicable building, health and fire codes.

1. Accessory dwelling units shall not be required to provide fire sprinklers except when fire sprinklers are required for the main dwelling, as determined by the building official consistent with Chapter 15.10.

17.43.050 - Accessory dwelling units in multiple-family dwellings.

A. Accessory dwelling units on lots with existing or proposed multiple-family dwellings shall comply with the development regulations established in Section 17.43.040 of this chapter, except that multiple state-exempt accessory dwelling units may be constructed in accordance with subsection B.

B. Multiple state-exempt accessory dwelling units shall be allowed on lots with existing or proposed multiple-family dwellings, as defined in Section 17.43.020, in accordance with Section 17.43.070 as follows:

1. Attached Accessory Dwelling Units. At least one (1) attached accessory dwelling unit shall be allowed per lot developed with an existing multiple-family dwelling.
 - a. The total number of attached accessory dwelling units permitted shall not exceed a maximum of twenty-five percent (25%) of the total number of existing dwelling units within the existing multiple-family dwelling.
 - b. Attached accessory dwelling units shall be allowed within existing portions of multiple-family dwellings that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided, that each accessory dwelling unit complies with state building standards for

dwelling. An accessory dwelling unit shall not be created within any portion of the habitable area of an existing dwelling unit in a multiple-family dwelling.

2. Detached Accessory Dwelling Units. Multiple detached accessory dwelling units, not to exceed the numbers specified below, as applicable, shall be allowed on a lot that has an existing or proposed multi-family dwelling provided that all detached accessory dwelling units shall be state-exempt accessory dwelling units constructed in accordance with Section 17.43.070.

a. Existing Multiple-Family Dwelling. In addition to attached accessory dwelling units permitted under subsection A, not more than eight (8) detached accessory dwelling units, provided that the number of detached accessory dwelling units shall not exceed the number of existing main dwelling units on the lot.

b. Proposed Multiple-Family Dwelling. Not more than two (2) detached accessory dwelling units may be allowed.

~~In addition to compliance with the development regulations established in Section 17.43.040 of this chapter, accessory dwelling units on lots with existing multiple-family dwellings shall also comply with all of the following criteria:~~

~~A. At least one attached accessory dwelling unit shall be allowed per lot developed with a multiple-family dwelling.~~

~~1. The total number of attached accessory dwelling units permitted shall not exceed a maximum of twenty-five percent (25%) of the total number of existing dwelling units within the existing multiple-family dwelling.~~

~~2. Attached accessory dwelling units shall be allowed within existing portions of multiple-family dwellings that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided, that each accessory dwelling unit complies with state building standards for dwellings. An accessory dwelling unit shall not be created within any portion of the habitable area of an existing dwelling unit in a multiple-family dwelling.~~

~~B. In addition to attached accessory dwelling units permitted under subsection A, not more than two detached accessory dwelling units may be allowed on a lot developed with a multiple-family dwelling. Detached accessory dwelling units shall be subject to the following standards:~~

~~1. Setbacks. The setback requirements of Section 17.43.040 of this Chapter apply.~~

~~2. Floor Area. Detached accessory dwelling units may not exceed eight hundred (800) square feet in floor area per unit.~~

~~3. Height. Detached accessory dwelling units shall not exceed sixteen (16) feet in height.~~

17.43.060 - Development regulations for junior accessory dwelling units.

Junior accessory dwelling units shall comply with all of the following development standards:

- A. Zoning Districts. Junior accessory dwelling units may only be established or occupied on lots in the R-1, R-2, R-3, R-BA, NCRO-2, SCRO-1, PAOZ-1, and PD zoning districts with an existing or proposed single-family dwelling.
- B. Density. A junior accessory dwelling unit that conforms to this Chapter 17.43 shall be deemed to be an accessory use and shall not be considered to exceed the allowable density for the lot upon which it is located. The junior accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot and shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- C. Lot Size. There is no minimum lot size requirement.
- D. Number of Units.

1. ~~Notwithstanding subsection 3., no~~ more than one junior accessory dwelling unit may be constructed on any lot developed with an existing or proposed single-family dwelling.

2. A junior accessory dwelling unit may be permitted on a lot with an accessory dwelling unit, provided ~~that the the following criteria are met~~ accessory dwelling unit(s) qualify as state-exempt units in accordance with Section 17.43.070.:

~~2-3.~~ No more than a total of four (4) dwelling units, including junior accessory dwelling units, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title.

~~a. The accessory dwelling unit is fully detached and the junior accessory dwelling unit is within an existing or proposed single-family dwelling; and~~

~~b. The detached accessory dwelling unit does not exceed a total floor area of more than eight hundred (800) square feet and a height limitation of sixteen (16) feet.~~

E. Floor Area Requirements.

1. Junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area and shall be constructed within the existing walls of the main dwelling. For purposes of this section, enclosed uses within the main dwelling, such as attached garages, are considered a part of the proposed or existing single-family residence.

2. The floor area of the junior accessory dwelling unit shall be included in calculating the floor area ratio for the lot on which the junior accessory dwelling unit is located and subject to the maximum floor area ratio established in the underlying zoning district.

a. State-exempt junior accessory dwelling units shall be excluded from floor area ratio calculations.

~~b. Exemption: A junior accessory dwelling unit may expand the main dwelling by not more than one hundred fifty (150) square feet beyond the physical dimensions of the main dwelling, provided that the expansion of the main dwelling shall be limited to accommodating ingress and egress for the junior accessory dwelling unit. The setbacks of the expansion shall comply with the setback standards of the underlying zoning district and shall be compliant with building, health, and fire codes.~~

F. Unit Access.

1. As required by Section 17.01.060, the lot on which the junior accessory dwelling unit is located shall have a legal means of access to the public right of way that complies with the street standards set forth in Section 12.24.010.
2. A separate exterior entry from the main entrance to the main dwelling shall be provided to serve the junior accessory dwelling unit only. Interior entry access between the junior accessory dwelling unit and the main dwelling is permitted, provided that the interior entry is located off a common living area of the main dwelling, such as a living room, family room, dining room, kitchen, or an interior hallway leading to these common living areas.

G. Required Facilities. A junior accessory dwelling unit shall include all of the following facilities:

1. At a minimum, an efficiency kitchen.
2. Sanitation facilities, but such facilities may be separated from or shared with the main dwelling.

H. Owner Occupancy. Either the main dwelling or the junior accessory dwelling unit shall be occupied by the record owner of the property as the owner's principal place of residence. In the case of ownership by a corporation, limited liability company, partnership, trust or association, either the main dwelling or the junior accessory dwelling unit shall be the principal place of residence of an officer, director, shareholder, or member of the company, a partner in the partnership, a trustor or beneficiary of the trust, a member of the association, or an employee of any such organization. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

I. Recordation of Declaration of Restrictions.

1. A Declaration of Restrictions shall be recorded to run with the land that indicates the following:
 - a. Only one unit may be occupied solely by persons other than the owner or owners of record;
 - b. If a junior accessory dwelling unit is rented, the unit shall not be rented for a period of less than 30 consecutive calendar days;
 - c. Sale of the junior accessory dwelling unit separately from the main dwelling is prohibited; and

d. The approved size and attributes of the junior accessory dwelling unit.

2. A copy of this Declaration of Restrictions must be given to each prospective purchaser or occupant.

J. Parking. Parking spaces for the main dwelling and junior accessory dwelling unit shall be provided in accordance with the requirements set forth in Chapter 17.34 of this title.

3.1. When a garage is converted in conjunction with the construction of a junior accessory dwelling unit, any parking spaces that were provided by such garage are not required to be replaced.-

J.K. Utilities. The lot shall be served by adequate water, sewer, and storm drain facilities which comply with city standards as established per Title 13 of this Code. A junior accessory dwelling unit shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for water and sewer service provided by the City.

K.L. Compliance with Codes. The junior accessory dwelling unit and all new construction on the lot that will be performed in connection therewith shall comply with all applicable provisions of this title and all applicable building, health, and fire codes.

1. Junior accessory dwelling units shall not be required to provide fire sprinklers except when fire sprinklers are required for the main dwelling, as determined by the building official consistent with Chapter 15.10.

17.43.070 – State-exempt Accessory and Junior Accessory Dwelling Units

A. The following types of units shall be considered state-exempt accessory dwelling units when all requirements and development regulations indicated under subsection C., are met:

1. An accessory dwelling unit within the proposed space of a single-family dwelling, or existing space of a single-family dwelling or accessory structure.
2. A newly constructed, detached accessory dwelling unit.
3. Accessory dwelling units constructed within an existing multiple-family dwelling structure not used as livable space.
4. Detached accessory dwelling units on a lot with an existing or proposed multiple-family dwelling.
5. A junior accessory dwelling unit within the proposed space of a single-family dwelling or existing space of a single-family dwelling when combined with an accessory dwelling unit from subsections A.1., or A.2., above.

B. The following state-exempt accessory dwelling units are allowed as follows:

<u>State-exempt ADU Type</u>	<u>Allowed on any lot with a Single-family Main Dwelling¹</u>	<u>Allowed on any lot with a Multiple-family Main Dwelling²</u>

<u>1. ADU constructed within proposed or existing SFD</u>	<u>Yes</u>	<u>No</u>
<u>2. Newly constructed, detached ADU</u>	<u>Yes</u>	<u>No</u>
<u>3. ADUs constructed in existing MFD not used as livable</u>	<u>No</u>	<u>Yes</u>
<u>4. Multiple detached ADUs</u>	<u>No</u>	<u>Yes</u>
<u>5. JADUs</u>	<u>Yes</u>	<u>No</u>
¹ Any combination of type 1, 2, or 5 state-exempt units may be combined on a single lot with a single-family main dwelling. Provided, however, no more than a total of 4 dwelling units, including ADUs and JADUs, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title. ² Any combination of type 3 or 4 state-exempt units may be combined on a single lot with a multiple-family main dwelling.		

C. The following shall apply to state-exempt units, in addition to compliance with the development regulations established in Sections 17.43.040 thru 17.43.060 above:

<u>State-Exempt ADU Type</u>	<u>Requirements and Provisions in Addition to Development Regulations</u>	<u>Applicable Development Regulations</u>
<u>1. ADU constructed within proposed or existing SFD</u>	<u>a. No limitation on unit size.</u> <u>b. When proposed within an existing accessory structure, the accessory structure may expand one hundred fifty (150) square feet from the existing structure for ingress and egress.</u> <u>c. Side and rear setbacks shall be sufficient for fire and safety, as determined by the building official.</u>	<u>§17.43.040</u>
<u>2. Newly constructed, detached ADU</u>	<u>a. Shall not exceed eight hundred (800) square feet in floor area.</u>	<u>§17.43.040</u>
<u>3. ADUs constructed in existing MFD non-livable space(s)</u>	<u>a. No limitation on unit size.</u> <u>b. Non-livable space(s), shall include, but is not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.</u> <u>c. The planning director shall have authority to render administrative interpretations of what</u>	<u>§17.43.040 & §17.43.050</u>

	<u>constitutes livable space. Any administrative interpretation by the Planning Director may be appealed to the Planning Commission in accordance with the procedure set forth in Chapter 17.52 of this title.</u>	
<u>4. Multiple detached ADUs</u>	<u>a. No limitation on unit size.</u>	<u>§17.43.040 & §17.43.050</u>
<u>5. JADUs</u>	<u>a. Side and rear setbacks shall be sufficient for fire and safety, as determined by the building official.</u>	<u>§17.43.060</u>

17.43.~~070-080~~ - Prohibition on sale and limitation on rental.

- A. Accessory dwelling units and junior accessory dwelling units shall not be sold separately from the main dwelling(s).
- B. If an accessory dwelling unit or junior accessory dwelling unit is rented, the unit shall not be rented for a period of less than 30 consecutive calendar days.

17.43.~~080-090~~ – Delay of enforcement of building standards.

- A. Prior to January 1, 2030, the owner of an accessory dwelling unit that was built before January 1, 2020, may submit an application to the building official requesting that correction of any violation of building standards be delayed for five years. For the purposes of this section, “building standards” refer to those standards enforced by local agencies under the authority of Section 17960 and following of the California Health and Safety Code.
- B. The building official shall grant any application submitted under subsection A of this Section if the building official determines that enforcement of the building standard is not necessary to protect health and safety. In making this determination, the building official shall consult with the fire marshal.
- C. No applications submitted pursuant to this section shall be approved on or after January 1, 2030; provided, however, any delay to correct a violation that was approved by the building official before January 1, 2030, shall be valid for the full term of the delay that the building official approved at the time the building official approved the application.
- D. Until January 1, 2030, any notice to correct a violation of building standard that is issued to the owner of an accessory dwelling unit built before January 1, 2020 shall include a statement that the owner has a right to request a delay in enforcement of the building standard for an accessory dwelling unit pursuant to this section.
- E. This section shall remain in effect until January 1, 2035, and as of that date is repealed.

17.43.~~090~~100 - Appeals.

Any decision or determination by the ~~director of community development~~Planning Director or ~~building official~~ pursuant to this chapter may be appealed in accordance with the procedure set forth in Chapter 17.52 of this title.

draft
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BRISBANE
 AMENDING BMC CHAPTERS 15.10, 17.02, 17.12, 17.16, 17.32, 17.34, AND 17.43 TO
 AMEND REGULATIONS PERTAINING TO
 ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS**

The City Council of the City of Brisbane hereby ordains as follows:

SECTION 1: Section 15.10.040 - Definitions in Chapter 15.10 – Additions, alterations, and major rebuilds to existing buildings of the Municipal Code is amended to read as follows:

(Subsections A and B, no change)

C. “Floor Area” shall mean the sum of the gross horizontal areas of all floors of all buildings or structures measured from the interior face of the exterior walls, but excluding each of the following:

1. Any area where the floor to ceiling height is less than six (6) feet.
2. Any detached garage or other detached accessory structure which does not constitute habitable space.
3. Any attached carport or covered deck.
4. Any state-exempt attached or detached accessory dwelling unit where authorized pursuant to Chapter 17.43 of Title 17 of this Code.

(Subsections D and E, no change)

SECTION 2: Section 15.10.060 - Exceptions in Chapter 15.10 – Additions, alterations, and major rebuilds to existing buildings of the Municipal Code is amended to read as follows:

(Subsections A and B, no change)

A. Standard Exceptions. The following standard exceptions to Section 15.10.050 shall apply:

1. The area of any additions and/or alterations not exceeding a cumulative total of four hundred (400) square feet within any five (5) year period.
2. The conversion of existing floor area in an existing single-family or multiple-family dwelling to an accessory dwelling unit where authorized pursuant to Chapter 17.43 of Title 17.
3. The area of any addition and/or alteration for the creation or expansion of a state-exempt attached or detached accessory dwelling where authorized pursuant to Chapter 17.43 of Title 17.
4. Work involving exterior surfaces, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck.

5. Alterations, renovations or repairs which do not essentially change the uses of the rooms within the building.

(Subsection B, no change)

SECTION 3: Section 17.02.235 - Dwelling in Chapter 17.02 - Definitions of the Municipal Code is amended to read as follows:

(Subsections A through D, no change)

- E. "Accessory dwelling unit" means a separate dwelling unit created upon a site that contains a single-family dwelling, duplex, or multiple-family dwelling. Subject to the restrictions of this title, the accessory dwelling unit may be within, attached to, or detached from the single-family dwelling, duplex, or multiple-family dwelling. An accessory dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation. The term "secondary dwelling unit" shall have the same meaning throughout this title. An accessory dwelling unit also includes the following:
 1. An efficiency unit, as defined in section 17958.1 of the Health and Safety Code.
 2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(Subsections F through H, no change)

SECTION 4: Section 17.12.020 - Permitted uses in Chapter 17.12 - R-BA Brisbane Acres Residential District of the Municipal Code is amended to read as follows:

The following permitted uses shall be allowed in the R-BA district:

- A. Single-family dwellings.
- B. Accessory structures and uses incidental to a permitted use, including personal cultivation of cannabis in compliance with Title 8, Chapter 8.12.
- C. Home occupations, conducted in accordance with the regulations prescribed in Chapter 17.44 of this title.
- D. Small family day care homes.
- E. Large family day care homes.
- F. Accessory dwelling units and junior accessory dwelling units, in accordance with Chapter 17.43 of this title.

SECTION 5: Section 17.32.070 – Exceptions – Setback requirements in Chapter 17.32 – General Use Regulations of the Municipal Code is amended to read as follows:

(Subsections A.1 through A1.3, no change)

3. Accessory Dwelling Units
 - a. Exceptions to the setback requirements for detached accessory dwelling units shall be as established in Chapter 17.43.

- b. Attached accessory dwelling units within a principle or primary structure are subject to the setback exceptions contained within Section 17.32.070.

(Subsections B and C, no change)

SECTION 6: Section 17.34.020 – Minimum Requirements in Chapter 17.34 – Off-street Parking of the Municipal Code is amended to read as follows:

- A. The following minimum parking requirements shall apply to all buildings erected, new uses commenced, and to the area of extended uses commenced after the effective date of this chapter. For any use not specifically mentioned in this chapter, the planning commission shall determine the amount of parking required. All required off-street parking facilities shall be on-site unless specified differently in this chapter or as permitted under Title 12 of this code. Required off-street parking facilities need not be provided as covered parking unless specified differently in this chapter:

Uses:	Parking Requirements:
Single-family dwellings and group care homes:	
Studio or 1-bedroom dwellings not more than 900 square feet in floor area:	1 off-street space (uncovered or covered).
All other dwellings not exceeding 1,800 square feet in floor area:	1 off-street space plus 1 space which shall be in a garage or carport.
Dwellings exceeding 1,800 square feet in floor area on lots having less than 37.5 feet in frontage:	2 off-street spaces plus 1 space which shall be in a garage or carport.
Dwellings exceeding 1,800 square feet in floor area on lots of 37.5 feet frontage or greater:	2 on-street or off-street spaces plus 2 spaces which shall be in a garage or carport.
	See Section 17.34.020.B.1. regarding garage and carport exclusions from the floor area calculation.
	Additional guest parking spaces shall be provided for all residential subdivisions of 5 or more single-family residences, at the rate of 1 parking space for every 5 units. Such spaces shall be located entirely within the public right-of-way and available for public use. Any accessible parking spaces required per Section 17.34.040.D. shall count as guest parking spaces.
Accessory dwelling units	In the R-1, R-2, R-3, NCRO-2, SCRO-1, PAOZ-1, or PAOZ-2 Districts: No off-street parking required. In the R-BA and PD Districts: 1 off-street parking space (uncovered or covered) per accessory dwelling unit or per bedroom, whichever is less, unless any of the following criteria applies: 1. The accessory dwelling unit is located within one-half mile walking distance of public transit;

	2. The accessory dwelling unit is part of the proposed or existing dwelling, as defined in Section 17.02.235, or an accessory structure as defined in subsection B of Section 17.02.755; 3. Where the accessory dwelling unit is located within an architecturally and historically significant historic district; 4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or When there is a car share vehicle located within one block of the accessory dwelling unit.
Junior accessory dwelling units	No off-street parking required.
Duplex or multiple family dwelling units; Mobile home park units:	
Studios	1 (uncovered or covered) space per unit.
1-bedroom units	1½ spaces (1 of which shall be covered) per unit; only 1 (covered) space required for units not over 900 square feet in floor area.
2-bedroom units	1½ spaces (1 of which shall be covered) per unit.
3-bedroom units or larger	2 spaces (1 of which shall be covered) per unit, plus 1 (uncovered or covered) space for units over 2,700 square feet.
	See Section 17.34.020.B.1. regarding garage and carport exclusions from the floor area calculation.
	Additional guest parking spaces shall be provided for all developments of 5 or more units at the rate of 1 parking space for every 5 units. The accessible parking spaces required per Section 17.34.040.D. shall count as guest parking spaces.
Emergency shelters	0.35 space per bed plus 1 space per staff member on the largest shift.
Hotels, motels	One space per unit, plus applicable requirements for restaurants, bars and meeting halls.
Cultural facilities, meeting halls and places of worship	One space for each 50 square feet of assembly area or 1 space for each 4 fixed seats, whichever is greater, plus 1 space for each 300 square feet of the remaining floor area of the building (meeting rooms not exceeding 750 square feet and ancillary to an office use shall be included with the floor area of the office in calculating the parking requirement for the office use).
Commercial recreation	3 spaces per ball court; 2.5 spaces per batting cage; 4 spaces per lane for bowling alleys; 2 spaces per tee for golf courses; 20 spaces per playing field;

	2 spaces per shooting range; 2 spaces per horse stall for stables; 1 space per 100 square feet of water area for swimming pools.
	For commercial recreation uses that do not fall within the above categories, 1 parking space shall be required for every 4 fixed seats for spectators, 1 parking space per each 200 square feet of floor area used for indoor commercial recreation, and 1 parking space per each 1,000 square feet of site area used for outdoor commercial recreation.
Marinas	1 space per 0.75 berths.
Schools—Public, private or commercial	1 space for each classroom and office.
Hospitals	1 space per bed plus 1 space for each 2 employees on the largest shift.
Financial services	1 space for each 200 square feet of gross floor area.
Administrative office	1 space for each 300 square feet of gross floor area.
Professional office	1 space for each 250 square feet of gross floor area.
Retail stores, restaurants, bars, offices	1 space for each 300 square feet of gross floor area.
Service stations	2 spaces for each working bay plus 1 space for each employee on the largest shift.
Warehousing, light fabrication, food production, media studios, printing	1 space for each 1,000 square feet of gross floor area.
Convalescent hospitals, sanitariums, rest homes	1 space for each 7 beds plus 1 space for each 2 employees on the largest shift.

(Subsection B, no change)

SECTION 7: Section 17.43.020 - Definitions in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is amended to read as follows:

In addition to the definitions set forth in Chapter 17.02, all of which are applicable to this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section, in accordance with Chapter 13 to Division 1 of Title 7 of the Government Code, or successor provisions, unless the context or the provision clearly requires otherwise:

“Impact fees” include the fees specified in Sections 66000 and 66477 of the Government Code, but do not include utility connection fees or capacity charges.

"Living area" means the interior habitable area of a main dwelling unit, including basements and attics but not including a garage or any accessory structure.

"Main dwelling" means that dwelling unit on the property that is not an accessory dwelling unit or a junior accessory dwelling unit.

“Efficiency kitchen” means a kitchenette or a small kitchen or part of a room equipped as a kitchen in a junior accessory dwelling unit and shall include all of the following: (1) a cooking facility with appliances, and (2) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

“Multiple-family dwellings” means a dwelling than contains two (2) or more attached dwelling units (including a “duplex”), provided, however, that a property containing a single-family dwelling and an attached lawful accessory dwelling unit and/or a junior accessory dwelling unit shall not be deemed a multiple-family dwelling. The term does not include a dwelling group as defined in Section 17.02.235.

“State-exempt accessory dwelling unit” means an accessory dwelling unit that is not subject to development or design standards, including both standards within this title and standards found in state accessory dwelling unit law that are not specifically listed in Government Code §66323. This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.). See Section 17.43.070(A) for accessory dwelling units that are considered state-exempt accessory dwelling units.

SECTION 8: Section 17.43.030 – Permit Requirements in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is amended to read as follows:

- A. Except as provided by subsection C of this Section 17.43.030, building permit applications for junior accessory dwelling units or accessory dwelling units shall be ministerially processed within sixty (60) days of receipt of a complete building permit application and approved if they meet the requirements of this chapter. Incomplete applications will be returned to the applicant with a written explanation of the additional information required for approval.
- B. Notwithstanding subsection A, if the building permit application submitted will also create a new single-family dwelling or multiple-family dwelling on the lot, the application for the junior accessory dwelling unit or accessory dwelling unit(s) shall not be acted upon until the building permit application for the new single-family dwelling or multiple-family dwelling is approved, but thereafter shall be ministerially processed within sixty (60) days of receipt of a complete application and approved if it meets the requirements of this chapter. Occupancy of the junior accessory dwelling unit or accessory dwelling unit(s) shall not be allowed until the City approves occupancy of the main dwelling.
- C. The City shall grant a delay in processing an application for an accessory dwelling unit or junior accessory dwelling unit if requested by the applicant in writing.
- D. All junior accessory dwelling unit and accessory dwelling unit applications shall be subject to building inspection and permit fees as established by resolution of the City Council and water and sewer connection and capacity fees in compliance with Title 13, except that:
 - 1. No impact fees may be imposed on a junior accessory dwelling unit or accessory dwelling unit that is less than seven hundred fifty (750) square feet.
 - 2. For accessory dwelling units that have a floor area of seven hundred fifty (750) square feet or more, impact fees shall be charged proportionately in relation to the current impact fees for the square footage of the main dwelling.

SECTION 9: Section 17.43.040 - Development regulations for accessory dwelling units in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is amended to read as follows:

Accessory dwelling units shall comply with all of the following development standards:

- A. Zoning Districts. Accessory dwelling units may only be established or occupied in the R-1, R-2, R-3, R-BA, NCRO-2, SCRO-1, PAOZ-1, PAOZ-2 and PD zoning districts with an existing or proposed single-family, multiple-family dwelling, or dwelling group.
- B. Density. An accessory dwelling unit that conforms to this chapter shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located. The accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot and shall not be considered in the application of any City ordinance, policy, or program to limit residential growth.
- C. Lot Size. There is no minimum lot size requirement.
- D. Number of Units.
 - 1. Notwithstanding subsection 3., no more than one accessory dwelling unit may be constructed on any lot developed with a single-family, multiple-family dwelling, or dwelling group, except that multiple state-exempt accessory dwelling units may be constructed in accordance with Section 17.43.070.
 - 2. The maximum number of accessory dwelling units permitted on any lot developed with a multiple-family dwelling shall comply with Section 17.43.050 of this chapter.
 - 3. No more than a total of four (4) dwelling units, including accessory dwelling units, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title.
- E. Attached or Detached. Accessory dwelling units may be attached to or located within the existing or proposed main dwelling, including garages, storage areas, or accessory structures, or detached from the main dwelling on the same lot.
- F. Unit Size. Accessory dwelling units shall not exceed one thousand (1,000) square feet in floor area, as defined in Section 17.02.315 of Chapter 17.02 of this title.
 - 1. Unit size for state-exempt accessory dwelling units is established under Section 17.43.070(C).
- G. Setbacks. Accessory dwelling units shall be subject to the following setback requirements:
 - 1. Front Setback: The minimum front setback shall be as established in the underlying zoning district regulations.
 - a. State-exempt units may be located anywhere in the front setback area.
 - 2. Side Setback. Accessory dwelling units on any lot shall have a side setback of at least four (4) feet or as established in the underlying zoning district, whichever is less.
 - 3. Rear Setback. Accessory dwelling units on any lot shall have a rear setback of at least four (4) feet.
 - 4. No setback shall be required for an existing, legally permitted living area, garage, or accessory structure with nonconforming setbacks that is converted to an accessory dwelling unit or a portion of an accessory dwelling unit or an accessory dwelling unit constructed in the same location and to the same dimensions, including height, as an existing, legally permitted living area, garage, or accessory structure with nonconforming setbacks.

5. Setback exceptions for detached accessory dwelling units.
 - a. Overhanging Architectural Features (Such as Eaves, Cornices Canopies, Rain Gutters and Downspouts). May extend into required setback areas, but no closer than 2½ feet from the side lot line. Rain gutters and downspouts may extend no closer than 2 feet from the side lot line. A noncombustible awning over the main entrance to an accessory dwelling unit may into any portion of the setback area, but shall not extend over or drain onto an abutting property.
 - b. Stairs, Ramps and Landings (That Are Open and Uncovered). Shall be constructed of noncombustible material. No more than 1 set of stairs per accessory dwelling unit may extend from the structure into required setback areas. Stairs on grade, sidewalks, and other flatwork constructed of noncombustible materials may be located anywhere within setback areas.
 - c. Supported Decks, Cantilevered Decks and Balconies. Shall be no closer than 4 feet from any property line or the minimum setback required within the underlying zoning district, whichever is less.
 - d. No exceptions to the setback requirements shall be permitted for any of the following: cantilevered windows (such as bay, box, bow, and greenhouse windows); chimney boxes; exposed plumbing; or mechanical equipment such as heating, air conditioning units, or heat pumps.
 6. Setback exceptions for attached accessory dwelling units are as provided in Section 17.32.070 of this title.
- H. Lot Coverage. Accessory dwelling units shall be included in calculating the lot coverage for the lot on which the accessory dwelling unit is located.
1. State-exempt accessory dwelling units shall be excluded from lot coverage requirements.
- I. Floor Area Ratio. The floor area of the accessory dwelling unit shall be included in calculating the floor area ratio for the lot on which the accessory dwelling unit is located.
1. State-exempt accessory dwelling units shall be excluded from floor area ratio calculations.
- J. Height.
1. Attached accessory dwelling units shall not exceed two stories and shall be subject to the height maximum established in the underlying zoning district.
 2. Detached accessory dwelling units:
 - a. On a lot with an existing or proposed single family or single-story, multifamily dwelling unit, detached accessory dwelling units shall not exceed sixteen (16) feet.
 - b. On a lot with an existing or proposed multistory, multifamily dwelling unit, detached accessory dwelling units shall not exceed eighteen (18) feet.
 - c. 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, detached accessory dwelling units shall not exceed eighteen (18) feet.

K. Required Facilities. An accessory dwelling unit shall include all of the following facilities:

1. A kitchen, including a sink, food preparation counter, storage cabinets, and permanent cooking facilities such as a range or cooktop and oven, that meet Building Code standards; and
2. A full bathroom, including sink, toilet, and shower and/or bath facilities.

L. Landscaping. Accessory dwelling units shall be subject to the landscaping requirements of the underlying zoning district except that state-exempt accessory dwelling units are exempt from landscaping requirements.

M. Parking. Parking spaces for the main dwelling and accessory dwelling units shall be provided in accordance with the requirements set forth in Chapter 17.34 except that state-exempt accessory dwelling units are exempt from parking requirements.

1. When a garage, carport, covered parking structure, or uncovered parking space is demolished or converted in conjunction with the construction of an accessory dwelling unit, any parking spaces that were provided by such garage, carport, covered parking structure, or uncovered parking space are not required to be replaced.

N. Unit Access.

1. As required by Section 17.01.060, the lot on which the accessory dwelling unit is located shall have a legal means of access to the public right of way that complies with the street standards set forth in Section 12.24.010.
2. A separate exterior entry from the main entrance to the main dwelling shall be required to serve each attached accessory dwelling unit. Interior entry access between an accessory dwelling unit and the main dwelling is permitted, provided that the interior entry is located off a common living area of the main dwelling, such as a living room, family room, dining room, kitchen, or an interior hallway leading to common living areas.

O. Utilities. The lot is served by adequate water, sewer, and storm drain facilities which comply with city standards as established per Title 13 of this Code. An accessory dwelling unit shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for water and sewer service provided by the City, pursuant to Title 13 of this Code. As to the main dwelling, a separate water connection, a separate sewer service connection, or a separate power connection for water, sewer, and power service is not required for an accessory dwelling unit.

P. Compliance with Codes. The accessory dwelling unit and all new construction on the lot that will be performed in connection therewith shall comply with all applicable provisions of this title and all applicable building, health and fire codes.

1. Accessory dwelling units shall not be required to provide fire sprinklers except when fire sprinklers are required for the main dwelling, as determined by the building official consistent with Chapter 15.10.

SECTION 10: Section 17.43.050 - Accessory dwelling units in multiple-family dwellings in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is deleted in its entirety and replaced to read as follows:

- A. Accessory dwelling units on lots with existing or proposed multiple-family dwellings shall comply with the development regulations established in Section 17.43.040 of this chapter, except that multiple state-exempt accessory dwelling units may be constructed in accordance with subsection B.
- B. Multiple state-exempt accessory dwelling units shall be allowed on lots with existing or proposed multiple-family dwellings, as defined in Section 17.43.020, in accordance with Section 17.43.070 as follows:
 - 1. Attached Accessory Dwelling Units. At least one (1) attached accessory dwelling unit shall be allowed per lot developed with an existing multiple-family dwelling.
 - a. The total number of attached accessory dwelling units permitted shall not exceed a maximum of twenty-five percent (25%) of the total number of existing dwelling units within the existing multiple-family dwelling.
 - b. Attached accessory dwelling units shall be allowed within existing portions of multiple-family dwellings that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided, that each accessory dwelling unit complies with state building standards for dwellings. An accessory dwelling unit shall not be created within any portion of the habitable area of an existing dwelling unit in a multiple-family dwelling.
 - 2. Detached Accessory Dwelling Units. Multiple detached accessory dwelling units, not to exceed the numbers specified below, as applicable, shall be allowed on a lot that has an existing or proposed multi-family dwelling provided that all detached accessory dwelling units shall be state-exempt accessory dwelling units constructed in accordance with Section 17.43.070.
 - a. Existing Multiple-Family Dwelling. In addition to attached accessory dwelling units permitted under subsection A, not more than eight (8) detached accessory dwelling units, provided that the number of detached accessory dwelling units shall not exceed the number of existing main dwelling units on the lot.
 - b. Proposed Multiple-Family Dwelling. Not more than two (2) detached accessory dwelling units may be allowed.

SECTION 11: Section 17.43.060 - Development regulations for junior accessory dwelling units in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is amended to read as follows:

Junior accessory dwelling units shall comply with all of the following development standards:

- A. Zoning Districts. Junior accessory dwelling units may only be established or occupied on lots in the R-1, R-2, R-3, R-BA, NCRO-2, SCRO-1, PAOZ-1, and PD zoning districts with an existing or proposed single-family dwelling.
- B. Density. A junior accessory dwelling unit that conforms to this Chapter 17.43 shall be deemed to be an accessory use and shall not be considered to exceed the allowable density for the lot upon which it is located. The junior accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot and shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- C. Lot Size. There is no minimum lot size requirement.

D. Number of Units.

1. Notwithstanding subsection 3., no more than one junior accessory dwelling unit may be constructed on any lot developed with an existing or proposed single-family dwelling.
2. A junior accessory dwelling unit may be permitted on a lot with an accessory dwelling unit, provided that the accessory dwelling unit(s) qualify as state-exempt units in accordance with Section 17.43.070.
3. No more than a total of four (4) dwelling units, including junior accessory dwelling units, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title.

E. Floor Area Requirements.

1. Junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area and shall be constructed within the existing walls of the main dwelling. For purposes of this section, enclosed uses within the main dwelling, such as attached garages, are considered a part of the proposed or existing single-family residence.
2. The floor area of the junior accessory dwelling unit shall be included in calculating the floor area ratio for the lot on which the junior accessory dwelling unit is located and subject to the maximum floor area ratio established in the underlying zoning district.
 - a. State-exempt junior accessory dwelling units shall be excluded from floor area ratio calculations.

F. Unit Access.

1. As required by Section 17.01.060, the lot on which the junior accessory dwelling unit is located shall have a legal means of access to the public right of way that complies with the street standards set forth in Section 12.24.010.
2. A separate exterior entry from the main entrance to the main dwelling shall be provided to serve the junior accessory dwelling unit only. Interior entry access between the junior accessory dwelling unit and the main dwelling is permitted, provided that the interior entry is located off a common living area of the main dwelling, such as a living room, family room, dining room, kitchen, or an interior hallway leading to these common living areas.

G. Required Facilities. A junior accessory dwelling unit shall include all of the following facilities:

1. At a minimum, an efficiency kitchen.
2. Sanitation facilities, but such facilities may be separated from or shared with the main dwelling.

H. Owner Occupancy. Either the main dwelling or the junior accessory dwelling unit shall be occupied by the record owner of the property as the owner's principal place of residence. In the case of ownership by a corporation, limited liability company, partnership, trust or association, either the main dwelling or the junior accessory dwelling unit shall be the principal place of residence of an officer, director, shareholder, or member of the company, a partner in the partnership, a trustor or beneficiary of the trust, a member of the association, or an employee

of any such organization. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

I. Recordation of Declaration of Restrictions.

1. A Declaration of Restrictions shall be recorded to run with the land that indicates the following:
 - a. Only one unit may be occupied solely by persons other than the owner or owners of record;
 - b. If a junior accessory dwelling unit is rented, the unit shall not be rented for a period of less than 30 consecutive calendar days;
 - c. Sale of the junior accessory dwelling unit separately from the main dwelling is prohibited; and
 - d. The approved size and attributes of the junior accessory dwelling unit.
2. A copy of this Declaration of Restrictions must be given to each prospective purchaser or occupant.

J. Parking. Parking spaces for the main dwelling and junior accessory dwelling unit shall be provided in accordance with the requirements set forth in Chapter 17.34 of this title.

1. When a garage is converted in conjunction with the construction of a junior accessory dwelling unit, any parking spaces that were provided by such garage are not required to be replaced.

K. Utilities. The lot shall be served by adequate water, sewer, and storm drain facilities which comply with city standards as established per Title 13 of this Code. A junior accessory dwelling unit shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for water and sewer service provided by the City.

L. Compliance with Codes. The junior accessory dwelling unit and all new construction on the lot that will be performed in connection therewith shall comply with all applicable provisions of this title and all applicable building, health, and fire codes.

1. Junior accessory dwelling units shall not be required to provide fire sprinklers except when fire sprinklers are required for the main dwelling, as determined by the building official consistent with Chapter 15.10.

SECTION 12: Section 17.43.070 - Prohibition on sale and limitation on rental in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is renumbered to Section 17.43.080 - Prohibition on sale and limitation on rental.

SECTION 13: Section 17.43.080 - Delay of enforcement of building standards in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is renumbered to Section 17.43.090 - Delay of enforcement of building standards.

SECTION 14: Section 17.43.090 - Appeals in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is renumbered to Section 17.43.100 – Appeals, and amended to read as follows:

Any decision or determination by the Planning Director pursuant to this chapter may be appealed in accordance with the procedure set forth in Chapter 17.52 of this title.

SECTION 15: Section 17.43.070 is added to Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code Brisbane Municipal Code, to read as follows:

17.43.070 – State-exempt Accessory and Junior Accessory Dwelling Units

- A. The following types of units shall be considered state-exempt accessory dwelling units when all requirements and development regulations indicated under subsection C., are met:
1. An accessory dwelling unit within the proposed space of a single-family dwelling, or existing space of a single-family dwelling or accessory structure.
 2. A newly constructed, detached accessory dwelling unit.
 3. Accessory dwelling units constructed within an existing multiple-family dwelling structure not used as livable space.
 4. Detached accessory dwelling units on a lot with an existing or proposed multiple-family dwelling.
 5. A junior accessory dwelling unit within the proposed space of a single-family dwelling or existing space of a single-family dwelling when combined with an accessory dwelling unit from subsections A.1., or A.2., above.
- B. The following state-exempt accessory dwelling units are allowed as follows:

State-exempt ADU Type	Allowed on any lot with a Single-family Main Dwelling ¹	Allowed on any lot with a Multiple-family Main Dwelling ²
1. ADU constructed within proposed or existing SFD	Yes	No
2. Newly constructed, detached ADU	Yes	No
3. ADUs constructed in existing MFD not used as livable	No	Yes
4. Multiple detached ADUs	No	Yes
5. JADUs	Yes	No
¹ Any combination of type 1, 2, or 5 state-exempt units may be combined on a single lot with a single-family main dwelling. Provided, however, no more than a total of 4 dwelling units, including ADUs and JADUs, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title. ² Any combination of type 3 or 4 state-exempt units may be combined on a single lot with a multiple-family main dwelling.		

- C. The following shall apply to state-exempt units, in addition to compliance with the development regulations established in Sections 17.43.040 thru 17.43.060 above:

State-Exempt ADU Type	Requirements and Provisions in Addition to Development Regulations	Applicable Development Regulations
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1. ADU constructed within proposed or existing SFD	a. No limitation on unit size. b. When proposed within an existing accessory structure, the accessory structure may expand one hundred fifty (150) square feet from the existing structure for ingress and egress. c. Side and rear setbacks shall be sufficient for fire and safety, as determined by the building official.	§17.43.040
2. Newly constructed, detached ADU	a. Shall not exceed eight hundred (800) square feet in floor area.	§17.43.040
3. ADUs constructed in existing MFD non-livable space(s)	a. No limitation on unit size. b. Non-livable space(s), shall include, but is not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. c. The planning director shall have authority to render administrative interpretations of what constitutes livable space. Any administrative interpretation by the Planning Director may be appealed to the Planning Commission in accordance with the procedure set forth in Chapter 17.52 of this title.	§17.43.040 & §17.43.050
4. Multiple detached ADUs	a. No limitation on unit size.	§17.43.040 & §17.43.050
5. JADUs	a. Side and rear setbacks shall be sufficient for fire and safety, as determined by the building official.	§17.43.060

SECTION 16: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Brisbane hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

SECTION 17: The City Council finds and determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17, which states that the CEQA does not apply to the adoption of local ordinances regulating construction of second units, and by CEQA Section 15282(h) that exempts adoption of an ordinance regarding second units in single-family and multifamily residential zones. In addition to being statutorily exempt from CEQA, the project is consistent with the General Plan per State CEQA Guidelines Section 15183(a)--this proposal falls within a class of projects which are consistent with existing zoning or general plan policies for which an EIR was certified and shall therefore not require further review. The exception to this section requiring environmental review as might be necessary to examine project specific significant effects does not apply.

SECTION 18: This Ordinance shall be in full force and effect thirty days after its passage and adoption.

* * *

The above and foregoing Ordinance was regularly introduced and after the waiting time required by law, was thereafter passed and adopted at a regular meeting of the City Council of the City of Brisbane held on the _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Cliff Lentz

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney



PLANNING COMMISSION AGENDA REPORT

Meeting Date: May 8, 2025

From: Jeremiah Robbins, Associate Planner

Subject: Zoning Text Amendment 2025-RZ-02; Zoning Text Amendments to update the City's existing Accessory Dwelling Unit (ADU) regulations; and finding that this project is statutorily exempt from environment review under CEQA Guidelines Section 15282(h); City of Brisbane, applicant; Citywide.

REQUEST: The proposed zoning text amendments would modify the City's ADU Ordinance to be in compliance with State law.

RECOMMENDATION: Recommend City Council adoption of the proposed zoning text amendments via adoption of Resolution 2025-RZ-02.

ENVIRONMENTAL DETERMINATION: The project is exempt from the requirements of California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17, which states that the CEQA does not apply to the adoption of local ordinances regulating construction of second units, and by CEQA Section 15282(h) that exempts adoption of an ordinance regarding second units in single-family and multifamily residential zones. In addition to being statutorily exempt from CEQA, the project is consistent with the General Plan per State CEQA Guidelines Section 15183(a)--this proposal falls within a class of projects which are consistent with existing zoning or general plan policies for which an EIR was certified and shall therefore not require further review. The exception to this section requiring environmental review as might be necessary to examine project specific significant effects does not apply.

APPLICABLE CODE SECTIONS: Brisbane Municipal Code (BMC):

- "Dwelling" defined in [§17.02.235](#)
- R-BA Residential District Development Regulations in [§ 17.12.40](#)
- Setback exceptions in [§ 17.32.070](#)
- Off-street parking requirements in [§ 17.34.020](#)
- Accessory Dwelling Units, [Chapter 17.43](#)

ANALYSIS AND FINDINGS:

Background

The City last updated its ADU ordinance in October 2020. Since then, the State has passed a number of laws meant to clarify and/or streamline the production of ADUs and junior ADUs (JADUs). A complete summary of recent changes to the state's ADU Law since 2022 is available in attachment C, but generally the changes require local agencies to:

- Impose only objective development standards on ADUs
- Streamline the permitting process

- Eliminate separate zoning review
- Permit more than one ADU, under certain circumstances, on both single-family and multiple-family properties; and
- Ministerially approve “state-exempt” ADUs and JADUs.

Additionally, amendments since 2020 have been made to modify parking requirements, height limitations, and/or other development requirements, or otherwise prohibit a local agency from imposing additional requirements as a condition of approval. Lastly, the state has updated Government Code sections related to ADU and JADU law from sections 65852.2, 65852.22, 65852.23, and 65852.26 to Government Code sections 66310-66342.

Draft Ordinance

The draft ordinance proposes a number of changes to BMC Chapter 17.43, Accessory Dwelling Units, and minor amendments to other sections of the BMC to comply with the new State regulations. Below is a list of the significant or substantial amendments within the draft ordinance.

❖ *Cross-Reference to SB 9 Legislation*

In addition to new ADU regulations, the state has passed numerous laws meant to increase housing production. One such housing law is colloquially known as Senate Bil 9 (SB 9), which regulates urban lot-splits and two-unit developments. In December 2024, the City adopted the R-TUO overlay district to implement the requirements under SB 9, which, in part, allows a lot in a single-family district to be split and/or developed with up to four dwelling units, including ADUs and JADUs. The draft ordinance specifies one ADU is allowed per lot developed with a single-family or multiple-family dwelling, provided that no more than four total dwelling units are permitted on a lot for which an urban lot split or two-unit development was approved. This means, for example, that a lot split under SB 9 and developed with a duplex on each resultant lot, would not be permitted an ADU since the total number of dwelling units would already be at the maximum allowed.

❖ *Eliminate ADU Permit*

Currently, the BMC requires an ADU permit in addition to a building permit for ADUs proposed within the Brisbane Acres Residential District. With modified streamlining requirements and increased limitations on discretionary review of ADUs since 2020, requiring an additional permit and separate approval is more challenging if not entirely prohibited. Section 66321 of the Government Code prohibits local agencies from requiring separate zoning clearance or review for most ADUs, including all state-exempt ADUs, with the distinction based on attributes of the ADU rather than its location within a certain subarea or zoning district. Additionally, staff has found that a building permit application provides

sufficient opportunity for a comprehensive conformance review of ADUs within the prescribed timeframes under Government Code Sections 65943, 66317, 66320, and 66335.

❖ *Number of ADUs Allowed Per Lot*

The state has changed the permitted number of ADUs allowed on both single-family and multiple family lots. See table below.

State Legislation:	▪ 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 ▪ Must allow any combination of state-exempt ADUs on lots with multiple-family structure as follows: ○ At least one ADU (could potentially be more) constructed within existing non-livable space ○ Two detached ADUs on proposed multi-family development ○ As many as eight detached ADUs on an existing multi-family development (may not exceed the number of primary units) ▪ Must allow any combination of state-exempt ADUs on single-family lots as follows: ○ One ADU constructed within existing space ○ One newly constructed detached ADU ○ One JADU constructed within existing space
Existing BMC:	▪ One ADU per single-family lot ▪ One JADU per single-family lot ○ A JADU may be permitted on a lot with an ADU provided the ADU qualifies as unrestricted (state-exempt) ▪ At least one ADU (could potentially be more) constructed within existing non-livable space of a multiple-family structure ▪ Two detached ADUs on existing or proposed multi-family development
Draft Ordinance:	▪ Matches state language from the Government Code regulating state-exempt ADUs (Section 66323)

❖ *Unrestricted ADUs are now State-Exempt ADUs*

In 2020, the State coined the term “unrestricted ADU.” This referred to an ADU on any residential lot that was exempt from a number of development regulations, such as lot coverage and floor area ratio, provided it was no more than 800 square feet, 16 feet in height or less, and had 4-foot side and rear setbacks. That term has been replaced with “state-exempt ADUs”.

Generally, the premise remains the same with state-exempt ADUs, as certain ADUs are still exempt from a number of development regulations, but under new state legislation cities are prohibited from applying development or design standards not explicitly listed within

Government Code §66323. This limitation also includes any other development regulations for ADUs found within other sections the Government Code.

The draft ordinance defines “state-exempt ADUs”, whereas “unrestricted ADUs” was not previously defined, and adds a new section related to specific regulations and standards applicable to such state-exempt ADUs. See also Number of ADUs Allowed Per Lot for additional changes related to state-exempt ADUs.

❖ *Setbacks*

In 2024, the State mandated that state-exempt ADUs may be constructed within front setback areas. The draft ordinance reflects this change. However, ADUs that are not state-exempt are still prohibited within front setback areas.

❖ *Setback Exemptions*

The draft ordinance incorporates setback exemptions as described below for detached ADUs within Chapter 17.43, when none existed before. New dwelling units constructed in Brisbane since 2020 have mostly been ADUs so more specific setback exceptions are warranted due to unique and state-mandated setback areas for ADUs. The proposed exceptions are generally consistent with existing setback exceptions that apply to the primary structure, and attached ADUs – since a part of the primary structure – would be subject to the setback exceptions available to the primary structure. See Section 17.43.040 of the draft ordinance for the complete list and requirements for detached ADU setback exceptions; below is a list of what may encroach into the setback areas:

- Overhanging architectural features
- Stairs, ramps, and landings
- Supported decks

Discussion

As indicated above, the draft ordinance would bring Brisbane ADU ordinance into compliance with State ADU law. It does not go beyond the statutory minimums, except regarding the height limit for detached ADUs. The Commission may also consider modifying the parking requirement for ADUs based on recent trends, as provided below.

ADU Height Limitations

The latest updates to the State’s maximum height limitation have changed from 16 feet for detached ADUs to the following:

- Base height limitation of 16 feet for detached ADUs;
- 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.”

- Increases the base height maximum to 18 feet for a detached ADU that is on a lot with an existing or proposed multifamily, multistory dwelling.
- Establishes a maximum height limitation on an attached ADU at 25 feet, or the existing primary dwelling height limit if lower than 25 feet. Also allows local agencies to limit an ADU to no more than two stories.

The draft ordinance would establish 18 feet as the maximum height for a detached ADU, citywide, rather than as indicated above. Previously, the only major transit stop in Brisbane was the Caltrain stop but Assembly Bill 2553 has modified the definition so that now transit stops on Bayshore and Valley Drive qualify as major stops. This puts nearly all of Central Brisbane and the eastern half of the Northeast Ridge within half a mile of a major transit stop where the State mandates a maximum height limitation of 18 feet. Adopting a singular maximum height limitation for detached ADUs citywide would be more equitable than utilizing the State’s language which would allow some ADUs to be up to 12% taller than other ADUs, even within the same zoning district.

Detached, state-exempt ADUs on a single-family property would be required to be 16 feet or less, as specified under State ADU law, and the draft ordinance does not change what is currently allowed under the BMC for attached ADUs; attached ADUs would be limited to no more than two stories and subject to the height maximum established in the underlying zone ([§17.43.040\(J\)](#)).

ADU Parking Requirements

The State has slightly modified ADU parking standards to be no more than one space per unit or bedroom, whichever is less. This requirement is not applicable to state-exempt units, where no parking can be required. Additionally, parking is not required under a number of situations, with the most pertinent exemption being the ADU is located within one half mile of (any) public transit. Currently, the BMC mirrors the State and the draft ordinance does not propose to further modify nor eliminate parking requirement(s) for ADUs beyond the state’s requirements; ADUs in Central Brisbane are exempt from requiring parking due to proximity to public transit and ADUs proposed within the Brisbane Acres or the Northeast Ridge are required to provide parking, unless otherwise exempted.

Since 2020 the City has approved more than 20 ADUs and none were required to provide parking due to one or more of the exemptions allowed under State ADU law, including ADUs located in districts where the BMC requires parking (unless exempted). While not proposed under the draft ordinance, modifying the attached draft ordinance to require no parking for all ADUs, citywide, would not preclude the applicant from providing a dedicated off-street parking space but it may simplify both the design process and review of ADUs with a uniform parking exemption.

ATTACHMENTS

- A. Draft Resolution 2025-RZ-02 (including draft ordinance)
- ~~B. Redline copy of proposed zoning text amendments~~
- C. Excerpt from California Department of Housing and Community Development ADU Handbook (January 2025) summarizing new state legislation
- D. Link to [Chapter 13 to Division 1 of Title 7 of the Government Code](#) (Government Code sections 66310-66342)

Jeremiah Robbins

Jeremiah Robbins, Associate Planner

John Swiecki

John Swiecki, Community Development Director

Draft

RESOLUTION 2025-RZ-02

A RESOLUTION OF THE PLANNING COMMISSION OF BRISBANE
RECOMMENDING CITY COUNCIL APPROVAL OF ZONING TEXT AMENDMENT 2025-RZ-02
AMENDING REGULATIONS CONCERNING ACCESSORY DWELLING UNITS AND
JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH STATE LAW

WHEREAS, the City Council adopted the Housing Element for the 2023-2033 cycle on May 18, 2023 via Resolution No. 2023-18; and

WHEREAS, Housing Element Goal 2 establishes the community's aspiration to facilitate and support the production of housing at all income levels, but especially affordable housing in Brisbane; and

WHEREAS, Housing Element Policy 2.A encourages zoning for a balance of housing types, sizes, and tenure, such as accessory dwelling units (ADUs), and Program 2.A.10 mandates the City will update its ADU ordinance to comply with current State law; and

WHEREAS, Housing Element Goal 7 establishes the community's aspiration to avoid unreasonable government constraints to the provisions of housing in Brisbane; and

WHEREAS, Housing Element Program 7.A.1 is intended to reducing regulatory constraints on the development of new housing, particularly infill housing and housing that adds to the mix of types, size, tenure and affordability of the local housing stock; and

WHEREAS, since 2020, Assembly Bills 345 (2021), 434 (2023), 1332 (2023), 976 (2023), 1033 (2023), and 2533 (2024) and Senate Bills 477 (2024) and 1211 (2024), collectively, replaced and amended Sections 65852.2, 65852.22, 65852.23, and 65852.26 of the Government Code with Sections 66310-66342 and changed the requirements for local governments relating to ADUs and junior ADUs (JADUs); and

WHEREAS, the City's current ordinance regarding ADUs must be updated to comply with current State law; and

WHEREAS, the draft ordinance attached as Exhibit A to this resolution proposes amendments to Title 17 (Zoning) of the Brisbane Municipal Code in order to comply with current State law regarding ADUs and JADUs; and

WHEREAS, on May 8, 2025, the Planning Commission conducted a public hearing of the draft ordinance concerning ADUs and JADUs, publicly noticed in compliance with Brisbane Municipal Code Chapters 1.12 and 17.54, at which time any person interested in the matter was given an opportunity to be heard; and

WHEREAS, the draft ordinance is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15282(h) of the CEQA Guidelines and categorically exempt from CEQA per Section 15183(a) of the CEQA Guidelines, and the exceptions to the categorical exemption are inapplicable.

NOW THEREFORE, based upon the evidence presented, both written and oral, the Planning Commission of the City of Brisbane, at its meeting of May 8, 2025, hereby RECOMMENDS that the City Council adopt the attached ordinance.

AYES:

NOES:

ABSENT:

Pamala Sayasane
Chairperson

ATTEST:

JOHN A SWIECKI, Community Development Director

draft
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BRISBANE
AMENDING BMC CHAPTERS 15.10, 17.02, 17.12, 17.16, 17.32, 17.34, AND 17.43 TO
AMEND REGULATIONS PERTAINING TO
ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS**

The City Council of the City of Brisbane hereby ordains as follows:

SECTION 1: Section 15.10.040 - Definitions in Chapter 15.10 – Additions, alterations, and major rebuilds to existing buildings of the Municipal Code is amended to read as follows:

(Subsections A and B, no change)

- C. “Floor Area” shall mean the sum of the gross horizontal areas of all floors of all buildings or structures measured from the interior face of the exterior walls, but excluding each of the following:
1. Any area where the floor to ceiling height is less than six (6) feet.
 2. Any detached garage or other detached accessory structure which does not constitute habitable space.
 3. Any attached carport or covered deck.
 4. Any attached or detached accessory dwelling unit eight hundred (800) square feet or less in gross horizontal area that, if detached, does not exceed eighteen (18) feet in height, where authorized pursuant to Chapter 17.43 of Title 17 of this Code.

(Subsections D and E, no change)

SECTION 2: Section 17.02.235 - Dwelling in Chapter 17.02 - Definitions of the Municipal Code is amended to read as follows:

(Subsections A through D, no change)

- E. "Accessory dwelling unit" means a separate dwelling unit created upon a site that contains a single-family dwelling, duplex, or multiple-family dwelling. Subject to the restrictions of this title, the accessory dwelling unit may be within, attached to, or detached from the single-family dwelling, duplex, or multiple-family dwelling. An accessory dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation. The term "secondary dwelling unit" shall have the same meaning throughout this title. An accessory dwelling unit also includes the following:
1. An efficiency unit, as defined in section 17958.1 of the Health and Safety Code.
 2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(Subsections F through H, no change)

SECTION 3: Section 17.12.020 - Permitted uses in Chapter 17.12 - R-BA Brisbane Acres Residential District of the Municipal Code is amended to read as follows:

The following permitted uses shall be allowed in the R-BA district:

- A. Single-family dwellings.
- B. Accessory structures and uses incidental to a permitted use, including personal cultivation of cannabis in compliance with Title 8, Chapter 8.12.
- C. Home occupations, conducted in accordance with the regulations prescribed in Chapter 17.44 of this title.
- D. Small family day care homes.
- E. Accessory dwelling units and junior accessory dwelling units, in accordance with Chapter 17.43 of this title.

SECTION 4: Section 17.32.070 – Exceptions – Setback requirements in Chapter 17.32 – General Use Regulations of the Municipal Code is amended to read as follows:

(Subsections A.1 through A1.3, no change)

3. Accessory Dwelling Units

- a. Exceptions to the setback requirements for detached accessory dwelling units shall be as established in Chapter 17.43.
- b. Attached accessory dwelling units within a principle or primary structure are subject to the setback exceptions contained within Section 17.32.070.

(Subsections B and C, no change)

SECTION 5: Section 17.34.020 – Minimum Requirements in Chapter 17.34 – Off-street Parking of the Municipal Code is amended to read as follows:

- A. The following minimum parking requirements shall apply to all buildings erected, new uses commenced, and to the area of extended uses commenced after the effective date of this chapter. For any use not specifically mentioned in this chapter, the planning commission shall determine the amount of parking required. All required off-street parking facilities shall be on-site unless specified differently in this chapter or as permitted under Title 12 of this code. Required off-street parking facilities need not be provided as covered parking unless specified differently in this chapter:

Uses:	Parking Requirements:
Single-family dwellings and group care homes:	
Studio or 1-bedroom dwellings not more than 900 square feet in floor area:	1 off-street space (uncovered or covered).
All other dwellings not exceeding 1,800 square feet in floor area:	1 off-street space plus 1 space which shall be in a garage or carport.

Dwellings exceeding 1,800 square feet in floor area on lots having less than 37.5 feet in frontage:	2 off-street spaces plus 1 space which shall be in a garage or carport.
Dwellings exceeding 1,800 square feet in floor area on lots of 37.5 feet frontage or greater:	2 on-street or off-street spaces plus 2 spaces which shall be in a garage or carport.
	See Section 17.34.020.B.1. regarding garage and carport exclusions from the floor area calculation.
	Additional guest parking spaces shall be provided for all residential subdivisions of 5 or more single-family residences, at the rate of 1 parking space for every 5 units. Such spaces shall be located entirely within the public right-of-way and available for public use. Any accessible parking spaces required per Section 17.34.040.D. shall count as guest parking spaces.
Accessory dwelling units	In the R-1, R-2, R-3, NCRO-2, SCRO-1, PAOZ-1, or PAOZ-2 Districts: No off-street parking required. In the R-BA and PD Districts: 1 off-street parking space (uncovered or covered) per accessory dwelling unit or per bedroom, whichever is less, unless any of the following criteria applies: 1. The accessory dwelling unit is located within one-half mile walking distance of public transit; 2. The accessory dwelling unit is part of the proposed or existing dwelling, as defined in Section 17.02.235, or an accessory structure as defined in subsection B of Section 17.02.755; 3. Where the accessory dwelling unit is located within an architecturally and historically significant historic district; 4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or When there is a car share vehicle located within one block of the accessory dwelling unit.
Junior accessory dwelling units	No off-street parking required.
Duplex or multiple family dwelling units; Mobile home park units:	
Studios	1 (uncovered or covered) space per unit.
1-bedroom units	1½ spaces (1 of which shall be covered) per unit; only 1 (covered) space required for units not over 900 square feet in floor area.
2-bedroom units	1½ spaces (1 of which shall be covered) per unit.

3-bedroom units or larger	2 spaces (1 of which shall be covered) per unit, plus 1 (uncovered or covered) space for units over 2,700 square feet.
	See Section 17.34.020.B.1. regarding garage and carport exclusions from the floor area calculation.
	Additional guest parking spaces shall be provided for all developments of 5 or more units at the rate of 1 parking space for every 5 units. The accessible parking spaces required per Section 17.34.040.D. shall count as guest parking spaces.
Emergency shelters	0.35 space per bed plus 1 space per staff member on the largest shift.
Hotels, motels	One space per unit, plus applicable requirements for restaurants, bars and meeting halls.
Cultural facilities, meeting halls and places of worship	One space for each 50 square feet of assembly area or 1 space for each 4 fixed seats, whichever is greater, plus 1 space for each 300 square feet of the remaining floor area of the building (meeting rooms not exceeding 750 square feet and ancillary to an office use shall be included with the floor area of the office in calculating the parking requirement for the office use).
Commercial recreation	3 spaces per ball court; 2.5 spaces per batting cage; 4 spaces per lane for bowling alleys; 2 spaces per tee for golf courses; 20 spaces per playing field; 2 spaces per shooting range; 2 spaces per horse stall for stables; 1 space per 100 square feet of water area for swimming pools.
	For commercial recreation uses that do not fall within the above categories, 1 parking space shall be required for every 4 fixed seats for spectators, 1 parking space per each 200 square feet of floor area used for indoor commercial recreation, and 1 parking space per each 1,000 square feet of site area used for outdoor commercial recreation.
Marinas	1 space per 0.75 berths.
Schools—Public, private or commercial	1 space for each classroom and office.
Hospitals	1 space per bed plus 1 space for each 2 employees on the largest shift.
Financial services	1 space for each 200 square feet of gross floor area.
Administrative office	1 space for each 300 square feet of gross floor area.
Professional office	1 space for each 250 square feet of gross floor area.
Retail stores, restaurants, bars, offices	1 space for each 300 square feet of gross floor area.
Service stations	2 spaces for each working bay plus 1 space for each employee on the largest shift.

Warehousing, light fabrication, food production, media studios, printing	1 space for each 1,000 square feet of gross floor area.
Convalescent hospitals, sanitariums, rest homes	1 space for each 7 beds plus 1 space for each 2 employees on the largest shift.

(Subsection B, no change)

SECTION 6: Section 17.43.020 - Definitions in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is amended to read as follows:

In addition to the definitions set forth in Chapter 17.02, all of which are applicable to this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section, in accordance with Chapter 13 to Division 1 of Title 7 of the Government Code, or successor provisions, unless the context or the provision clearly requires otherwise:

“Impact fees” include the fees specified in Sections 66000 and 66477 of the Government Code, but do not include utility connection fees or capacity charges.

"Living area" means the interior habitable area of a main dwelling unit, including basements and attics but not including a garage or any accessory structure.

"Main dwelling" means that dwelling unit on the property that is not an accessory dwelling unit or a junior accessory dwelling unit.

“Efficiency kitchen” means a kitchenette or a small kitchen or part of a room equipped as a kitchen in a junior accessory dwelling unit and shall include all of the following: (1) a cooking facility with appliances, and (2) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

“Multiple-family dwellings” means a dwelling than contains two (2) or more attached dwelling units (including a “duplex”), provided, however, that a property containing a single-family dwelling and an attached lawful accessory dwelling unit and/or a junior accessory dwelling unit shall not be deemed a multiple-family dwelling. The term does not include a dwelling group as defined in Section 17.02.235.

“State-exempt accessory dwelling unit” means an accessory dwelling unit that is not subject to development or design standards, including both standards within this title and standards found in state accessory dwelling unit law that are not specifically listed in Government Code §66323. This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.). See Section 17.43.070(A) for accessory dwelling units that are considered state-exempt accessory dwelling units.

SECTION 7: Section 17.43.030 – Permit Requirements in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is amended to read as follows:

- A. Except as provided by subsection C of this Section 17.43.030, building permit applications for junior accessory dwelling units or accessory dwelling units shall be ministerially processed within sixty (60) days of receipt of a complete building permit application and approved if they meet the requirements of this chapter. Incomplete applications will be returned to the applicant with a written explanation of the additional information required for approval.

- B. Notwithstanding subsection A, if the building permit application submitted will also create a new single-family dwelling or multiple-family dwelling on the lot, the application for the junior accessory dwelling unit or accessory dwelling unit(s) shall not be acted upon until the building permit application for the new single-family dwelling or multiple-family dwelling is approved, but thereafter shall be ministerially processed within sixty (60) days of receipt of a complete application and approved if it meets the requirements of this chapter. Occupancy of the junior accessory dwelling unit or accessory dwelling unit(s) shall not be allowed until the City approves occupancy of the main dwelling.
- C. The City shall grant a delay in processing an application for an accessory dwelling unit or junior accessory dwelling unit if requested by the applicant in writing.
- D. All junior accessory dwelling unit and accessory dwelling unit applications shall be subject to building inspection and permit fees as established by resolution of the City Council and water and sewer connection and capacity fees in compliance with Title 13, except that:
 - 1. No impact fees may be imposed on a junior accessory dwelling unit or accessory dwelling unit that is less than seven hundred fifty (750) square feet.
 - 2. For accessory dwelling units that have a floor area of seven hundred fifty (750) square feet or more, impact fees shall be charged proportionately in relation to the current impact fees for the square footage of the main dwelling.

SECTION 7: Section 17.43.040 - Development regulations for accessory dwelling units in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is amended to read as follows:

Accessory dwelling units shall comply with all of the following development standards:

- A. Zoning Districts. Accessory dwelling units may only be established or occupied in the R-1, R-2, R-3, R-BA, NCRO-2, SCRO-1, PAOZ-1, PAOZ-2 and PD zoning districts with an existing or proposed single-family, multiple-family dwelling, or dwelling group.
- B. Density. An accessory dwelling unit that conforms to this chapter shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located. The accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot and shall not be considered in the application of any City ordinance, policy, or program to limit residential growth.
- C. Lot Size. There is no minimum lot size requirement.
- D. Number of Units.
 - 1. Notwithstanding subsection 3., no more than one accessory dwelling unit may be constructed on any lot developed with a single-family, multiple-family dwelling, or dwelling group, except that multiple state-exempt accessory dwelling units may be constructed in accordance with Section 17.43.070.
 - 2. The maximum number of accessory dwelling units permitted on any lot developed with a multiple-family dwelling shall comply with Section 17.43.050 of this chapter.
 - 3. No more than a total of four (4) dwelling units, including accessory dwelling units, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title.

- E. Attached or Detached. Accessory dwelling units may be attached to or located within the existing or proposed main dwelling, including garages, storage areas, or accessory structures, or detached from the main dwelling on the same lot.
- F. Unit Size. Accessory dwelling units shall not exceed one thousand (1,000) square feet in floor area, as defined in Section 17.02.315 of Chapter 17.02 of this title.
 - 1. Unit size for state-exempt accessory dwelling units is established under Section 17.43.070(C).
- G. Setbacks. Accessory dwelling units shall be subject to the following setback requirements:
 - 1. Front Setback: The minimum front setback shall be as established in the underlying zoning district regulations.
 - a. State-exempt units may be located anywhere in the front setback area.
 - 2. Side Setback. Accessory dwelling units on any lot shall have a side setback of at least four (4) feet or as established in the underlying zoning district, whichever is less.
 - 3. Rear Setback. Accessory dwelling units on any lot shall have a rear setback of at least four (4) feet.
 - 4. No setback shall be required for an existing, legally permitted living area, garage, or accessory structure with nonconforming setbacks that is converted to an accessory dwelling unit or a portion of an accessory dwelling unit or an accessory dwelling unit constructed in the same location and to the same dimensions, including height, as an existing, legally permitted living area, garage, or accessory structure with nonconforming setbacks.
 - 5. Setback exceptions for detached accessory dwelling units.
 - a. Overhanging Architectural Features (Such as Eaves, Cornices Canopies, Rain Gutters and Downspouts). May extend into required setback areas, but no closer than 2½ feet from the side lot line. Rain gutters and downspouts may extend no closer than 2 feet from the side lot line. A noncombustible awning over the main entrance to an accessory dwelling unit may into any portion of the setback area, but shall not extend over or drain onto an abutting property.
 - b. Stairs, Ramps and Landings (That Are Open and Uncovered). Shall be constructed of noncombustible material. No more than 1 set of stairs per accessory dwelling unit may extend from the structure into required setback areas. Stairs on grade, sidewalks, and other flatwork constructed of noncombustible materials may be located anywhere within setback areas.
 - c. Supported Decks, Cantilevered Decks and Balconies. Shall be no closer than 4 feet from any property line or the minimum setback required within the underlying zoning district, whichever is less.
 - d. No exceptions to the setback requirements shall be permitted for any of the following: cantilevered windows (such as bay, box, bow, and greenhouse windows); chimney boxes; exposed plumbing; or mechanical equipment such as heating, air conditioning units, or heat pumps.
 - 6. Setback exceptions for attached accessory dwelling units are as provided in Section 17.32.070 of this title.

- H. Lot Coverage. Accessory dwelling units shall be included in calculating the lot coverage for the lot on which the accessory dwelling unit is located.
 - 1. State-exempt accessory dwelling units shall be excluded from lot coverage requirements.
- I. Floor Area Ratio. The floor area of the accessory dwelling unit shall be included in calculating the floor area ratio for the lot on which the accessory dwelling unit is located.
 - 1. State-exempt accessory dwelling units shall be excluded from floor area ratio calculations.
- J. Height.
 - 1. Attached accessory dwelling units shall not exceed two stories and shall be subject to the height maximum established in the underlying zoning district.
 - 2. Detached accessory dwelling units shall not exceed eighteen (18) feet.
- K. Required Facilities. An accessory dwelling unit shall include all of the following facilities:
 - 1. A kitchen, including a sink, food preparation counter, storage cabinets, and permanent cooking facilities such as a range or cooktop and oven, that meet Building Code standards; and
 - 2. A full bathroom, including sink, toilet, and shower and/or bath facilities.
- L. Landscaping. Accessory dwelling units shall be subject to the landscaping requirements of the underlying zoning district except that state-exempt accessory dwelling units are exempt from landscaping requirements.
- M. Parking. Parking spaces for the main dwelling and accessory dwelling units shall be provided in accordance with the requirements set forth in Chapter 17.34 except that state-exempt accessory dwelling units are exempt from parking requirements.
 - 1. When a garage, carport, covered parking structure, or uncovered parking space is demolished or converted in conjunction with the construction of an accessory dwelling unit, any parking spaces that were provided by such garage, carport, covered parking structure, or uncovered parking space are not required to be replaced.
- N. Unit Access.
 - 1. As required by Section 17.01.060, the lot on which the accessory dwelling unit is located shall have a legal means of access to the public right of way that complies with the street standards set forth in Section 12.24.010.
 - 2. A separate exterior entry from the main entrance to the main dwelling shall be required to serve each attached accessory dwelling unit. Interior entry access between an accessory dwelling unit and the main dwelling is permitted, provided that the interior entry is located off a common living area of the main dwelling, such as a living room, family room, dining room, kitchen, or an interior hallway leading to common living areas.
- O. Utilities. The lot is served by adequate water, sewer, and storm drain facilities which comply with city standards as established per Title 13 of this Code. An accessory dwelling unit shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for water and sewer service provided by the City, pursuant to Title 13 of this Code. As to the main dwelling, a separate water connection, a separate sewer service

connection, or a separate power connection for water, sewer, and power service is not required for an accessory dwelling unit.

- P. Compliance with Codes. The accessory dwelling unit and all new construction on the lot that will be performed in connection therewith shall comply with all applicable provisions of this title and all applicable building, health and fire codes.
 - 1. Accessory dwelling units shall not be required to provide fire sprinklers except when fire sprinklers are required for the main dwelling, as determined by the building official consistent with Chapter 15.10.

SECTION 8: Section 17.43.050 - Accessory dwelling units in multiple-family dwellings in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is deleted in its entirety and replaced to read as follows:

- A. Accessory dwelling units on lots with existing or proposed multiple-family dwellings shall comply with the development regulations established in Section 17.43.040 of this chapter, except that multiple state-exempt accessory dwelling units may be constructed in accordance with subsection B.
- B. Multiple state-exempt accessory dwelling units shall be allowed on lots with existing or proposed multiple-family dwellings, as defined in Section 17.43.020, in accordance with Section 17.43.070 as follows:
 - 1. Attached Accessory Dwelling Units. At least one (1) attached accessory dwelling unit shall be allowed per lot developed with an existing multiple-family dwelling.
 - a. The total number of attached accessory dwelling units permitted shall not exceed a maximum of twenty-five percent (25%) of the total number of existing dwelling units within the existing multiple-family dwelling.
 - b. Attached accessory dwelling units shall be allowed within existing portions of multiple-family dwellings that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided, that each accessory dwelling unit complies with state building standards for dwellings. An accessory dwelling unit shall not be created within any portion of the habitable area of an existing dwelling unit in a multiple-family dwelling.
 - 2. Detached Accessory Dwelling Units. Multiple detached accessory dwelling units, not to exceed the numbers specified below, as applicable, shall be allowed on a lot that has an existing or proposed multi-family dwelling provided that all detached accessory dwelling units shall be state-exempt accessory dwelling units constructed in accordance with Section 17.43.070.
 - a. Existing Multiple-Family Dwelling. In addition to attached accessory dwelling units permitted under subsection A, not more than eight (8) detached accessory dwelling units, provided that the number of detached accessory dwelling units shall not exceed the number of existing main dwelling units on the lot.
 - b. Proposed Multiple-Family Dwelling. Not more than two (2) detached accessory dwelling units may be allowed.

SECTION 9: Section 17.43.060 - Accessory dwelling units in multiple-family dwellings in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is amended to read as follows:

Junior accessory dwelling units shall comply with all of the following development standards:

- A. Zoning Districts. Junior accessory dwelling units may only be established or occupied on lots in the R-1, R-2, R-3, R-BA, NCRO-2, SCRO-1, PAOZ-1, and PD zoning districts with an existing or proposed single-family dwelling.
- B. Density. A junior accessory dwelling unit that conforms to this Chapter 17.43 shall be deemed to be an accessory use and shall not be considered to exceed the allowable density for the lot upon which it is located. The junior accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot and shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- C. Lot Size. There is no minimum lot size requirement.
- D. Number of Units.
 - 1. Notwithstanding subsection 3., no more than one junior accessory dwelling unit may be constructed on any lot developed with an existing or proposed single-family dwelling.
 - 2. A junior accessory dwelling unit may be permitted on a lot with an accessory dwelling unit, provided that the accessory dwelling unit(s) qualify as state-exempt units in accordance with Section 17.43.070.
 - 3. No more than a total of four (4) dwelling units, including junior accessory dwelling units, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title.
- E. Floor Area Requirements.
 - 1. Junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area and shall be constructed within the existing walls of the main dwelling. For purposes of this section, enclosed uses within the main dwelling, such as attached garages, are considered a part of the proposed or existing single-family residence.
 - 2. The floor area of the junior accessory dwelling unit shall be included in calculating the floor area ratio for the lot on which the junior accessory dwelling unit is located and subject to the maximum floor area ratio established in the underlying zoning district.
 - a. State-exempt junior accessory dwelling units shall be excluded from floor area ratio calculations.
- F. Unit Access.
 - 1. As required by Section 17.01.060, the lot on which the junior accessory dwelling unit is located shall have a legal means of access to the public right of way that complies with the street standards set forth in Section 12.24.010.
 - 2. A separate exterior entry from the main entrance to the main dwelling shall be provided to serve the junior accessory dwelling unit only. Interior entry access between the junior accessory dwelling unit and the main dwelling is permitted, provided that the

interior entry is located off a common living area of the main dwelling, such as a living room, family room, dining room, kitchen, or an interior hallway leading to these common living areas.

- G. Required Facilities. A junior accessory dwelling unit shall include all of the following facilities:
1. At a minimum, an efficiency kitchen.
 2. Sanitation facilities, but such facilities may be separated from or shared with the main dwelling.
- H. Owner Occupancy. Either the main dwelling or the junior accessory dwelling unit shall be occupied by the record owner of the property as the owner's principal place of residence. In the case of ownership by a corporation, limited liability company, partnership, trust or association, either the main dwelling or the junior accessory dwelling unit shall be the principal place of residence of an officer, director, shareholder, or member of the company, a partner in the partnership, a trustor or beneficiary of the trust, a member of the association, or an employee of any such organization. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
- I. Recordation of Declaration of Restrictions.
1. A Declaration of Restrictions shall be recorded to run with the land that indicates the following:
 - a. Only one unit may be occupied solely by persons other than the owner or owners of record;
 - b. If a junior accessory dwelling unit is rented, the unit shall not be rented for a period of less than 30 consecutive calendar days;
 - c. Sale of the junior accessory dwelling unit separately from the main dwelling is prohibited; and
 - d. The approved size and attributes of the junior accessory dwelling unit.
 2. A copy of this Declaration of Restrictions must be given to each prospective purchaser or occupant.
- J. Parking. Parking spaces for the main dwelling and junior accessory dwelling unit shall be provided in accordance with the requirements set forth in Chapter 17.34 of this title.
1. When a garage is converted in conjunction with the construction of a junior accessory dwelling unit, any parking spaces that were provided by such garage are not required to be replaced.
- K. Utilities. The lot shall be served by adequate water, sewer, and storm drain facilities which comply with city standards as established per Title 13 of this Code. A junior accessory dwelling unit shall not be considered a new residential use for the purposes of calculating connection fees or capacity charges for water and sewer service provided by the City.
- L. Compliance with Codes. The junior accessory dwelling unit and all new construction on the lot that will be performed in connection therewith shall comply with all applicable provisions of this title and all applicable building, health, and fire codes.

1. Junior accessory dwelling units shall not be required to provide fire sprinklers except when fire sprinklers are required for the main dwelling, as determined by the building official consistent with Chapter 15.10.

SECTION 10: Section 17.43.070 - Prohibition on sale and limitation on rental in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is renumbered to Section 17.43.080 - Prohibition on sale and limitation on rental.

SECTION 11: Section 17.43.080 - Delay of enforcement of building standards in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is renumbered to Section 17.43.090 - Delay of enforcement of building standards.

SECTION 12: Section 17.43.090 - Appeals in Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code is renumbered to Section 17.43.100 – Appeals, and amended to read as follows:

Any decision or determination by the Planning Director pursuant to this chapter may be appealed in accordance with the procedure set forth in Chapter 17.52 of this title.

SECTION 13: Section 17.43.070 is added to Chapter 17.43 - Accessory Dwelling Units and Junior Accessory Dwelling Units of the Municipal Code Brisbane Municipal Code, to read as follows:

17.43.070 – State-exempt Accessory and Junior Accessory Dwelling Units

- A. The following types of units shall be considered state-exempt accessory dwelling units when all requirements and development regulations indicated under subsection C., are met:
 1. An accessory dwelling unit within the proposed space of a single-family dwelling, or existing space of a single-family dwelling or accessory structure.
 2. A newly constructed, detached accessory dwelling unit.
 3. Accessory dwelling units constructed within an existing multiple-family dwelling structure not used as livable space.
 4. Detached accessory dwelling units on a lot with an existing or proposed multiple-family dwelling.
 5. A junior accessory dwelling unit within the proposed space of a single-family dwelling or existing space of a single-family dwelling when combined with an accessory dwelling unit from subsections A.1., or A.2., above.
- B. The following state-exempt accessory dwelling units are allowed as follows:

State-exempt ADU Type	Allowed on any lot with a Single-family Main Dwelling ¹	Allowed on any lot with a Multiple-family Main Dwelling ²
1. ADU constructed within proposed or existing SFD	Yes	No
2. Newly constructed, detached ADU	Yes	No

3. ADUs constructed in existing MFD not used as livable	No	Yes
4. Multiple detached ADUs	No	Yes
5. JADUs	Yes	No
¹ Any combination of type 1, 2, or 5 state-exempt units may be combined on a single lot with a single-family main dwelling. Provided, however, no more than a total of 4 dwelling units, including ADUs and JADUs, may be built in the same lot area typically used for a single-family residence for which an urban lot split or two-unit development was approved under Chapter 17.05 of this Title. ² Any combination of type 3 or 4 state-exempt units may be combined on a single lot with a multiple-family main dwelling.		

- C. The following shall apply to state-exempt units, in addition to compliance with the development regulations established in Sections 17.43.040 thru 17.43.060 above:

State-Exempt ADU Type	Requirements and Provisions in Addition to Development Regulations	Applicable Development Regulations
1. ADU constructed within proposed or existing SFD	a. No limitation on unit size. b. When proposed within an existing accessory structure, the accessory structure may expand one hundred fifty (150) square feet from the existing structure for ingress and egress. c. Side and rear setbacks shall be sufficient for fire and safety, as determined by the building official.	§17.43.040
2. Newly constructed, detached ADU	a. Shall not exceed eight hundred (800) square feet in floor area.	§17.43.040
3. ADUs constructed in existing MFD non-livable space(s)	a. No limitation on unit size. b. Non-livable space(s), shall include, but is not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. c. The planning director shall have authority to render administrative interpretations of what constitutes livable space. Any administrative interpretation by the Planning Director may be appealed to the Planning Commission in accordance with the procedure set forth in Chapter 17.52 of this title.	§17.43.040 & §17.43.050
4. Multiple detached ADUs	a. No limitation on unit size.	§17.43.040 & §17.43.050
5. JADUs	a. Side and rear setbacks shall be sufficient for fire and safety, as determined by the building official.	§17.43.060

SECTION 14: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Brisbane hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

SECTION 15: The City Council finds and determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17, which states that the CEQA does not apply to the adoption of local ordinances regulating construction of second units, and by CEQA Section 15282(h) that exempts adoption of an ordinance regarding second units in single-family and multifamily residential zones. In addition to being statutorily exempt from CEQA, the project is consistent with the General Plan per State CEQA Guidelines Section 15183(a)--this proposal falls within a class of projects which are consistent with existing zoning or general plan policies for which an EIR was certified and shall therefore not require further review. The exception to this section requiring environmental review as might be necessary to examine project specific significant effects does not apply.

SECTION 16: This Ordinance shall be in full force and effect thirty days after its passage and adoption.

* * *

The above and foregoing Ordinance was regularly introduced and after the waiting time required by law, was thereafter passed and adopted at a regular meeting of the City Council of the City of Brisbane held on the _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Cliff Lentz

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

[Link to Complete 2025 ADU Handbook](#)

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, effective January 1, 2023, January 1, 2024, and January 1, 2025, 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 January 1, 2023, 2024, and 2025, 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); 66320, subd. (a); 66335, subd. (a)(2)).
- **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); 66320, subd. (a); 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); 66320, 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 Limitations.** 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 Limitations.** 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 Standards.** 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, § 66332, 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, § 66332, subd. (b)) or to a building that is deemed substandard pursuant to Health and Safety Code section 17920.3 (Gov. Code, § 66332, 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, ADU amnesty laws, 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 66314-66332. 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.

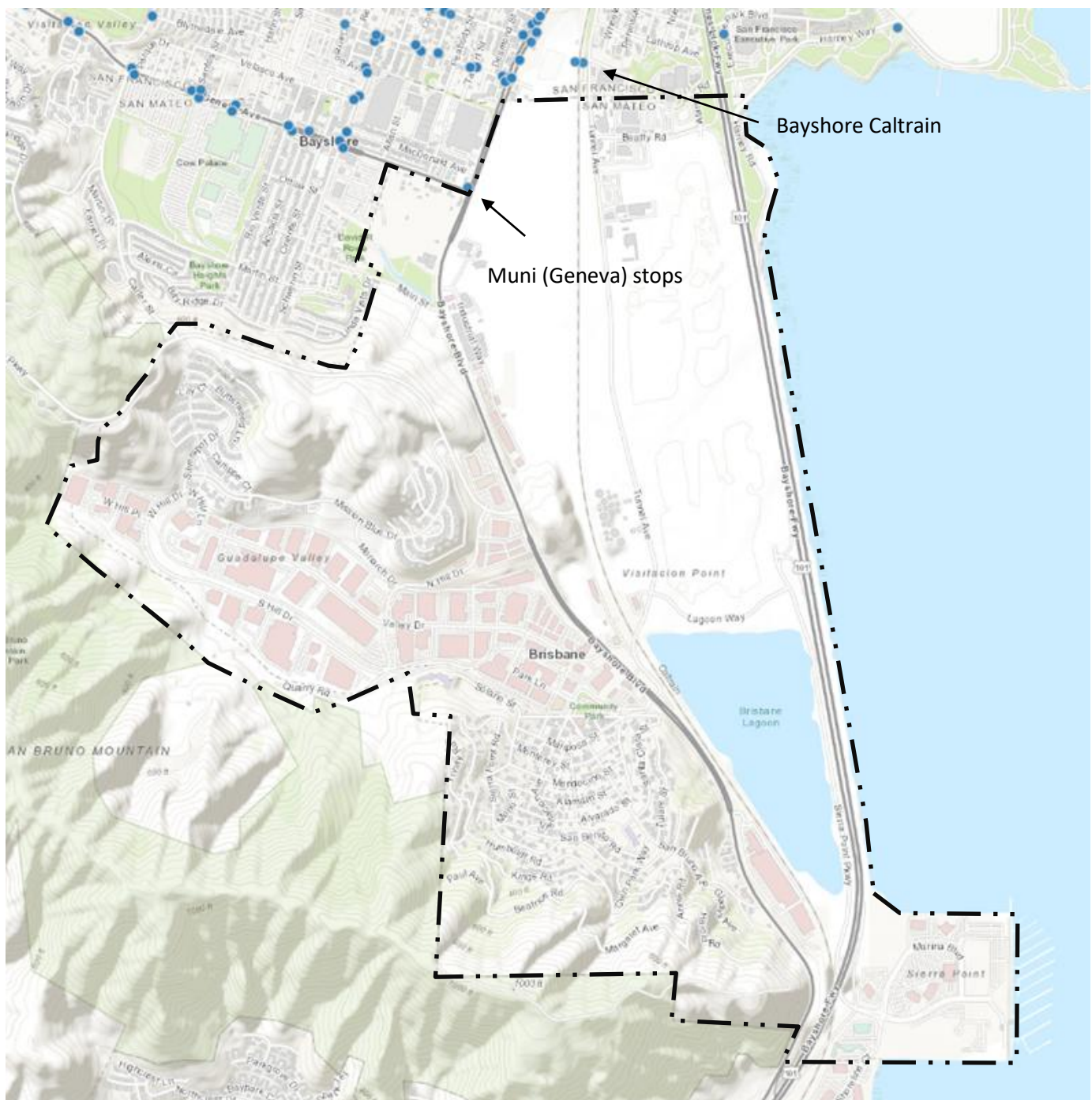
- **Updated Government Code Sections.** Government Code sections related to ADU and JADU law were updated from 65852.2, 65852.22, 65852.23, and 65852.26 to Government Code sections 66310-66342.
- **Unpermitted ADUs and JADUs.** Changes the date from January 1, 2018, to January 1, 2020, such that a local 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, § 66332, 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, § 66332, 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.

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

8/2025 California State Geoportal High Quality Transit Stops:



12/2024 Metropolitan Transportation Commission High Quality Transit Stops:

File Attachments for Item:

K. Review and Approve IDEA Committee Workplan for 2025-2026



CITY COUNCIL STAFF REPORT

Meeting Date: October 2, 2025

From: Caroline Cheung, Assistant to the City Manager

Subject: IDEA's Vision-Mission-Principles & Draft 25-26 Workplan

Recommendation

Review and approve the IDEA Committee's FY 25-26 workplan.

Background

At their meeting of June 18, 2025, the IDEA Committee approved a Vision, Mission Statement, and set of Principles to help guide their work; a graphical representation was also created (see Attachment 1). Over the last few months, the IDEA Committee has been developing its first-ever workplan for the fiscal year (July 1, 2025 – June 30, 2026). Typically, this work would take place in the Spring, so that the Committee's workplan could be presented to the Council for their review and approval by the end of the fiscal year. This is the Committee's first time drafting a workplan (see Attachment 2), which the Chair and Vice Chair had a chance to share with the Committee's Council Liaisons on September 16, 2025; the IDEA Committee is now ready to present both their workplan and Vision-Mission-Principles poster to the full Council.

Discussion

When the Council Liaisons (Mayor Lentz and Councilmember Davis) met with IDEA Committee Chair Horton and Committee Member Zoltowski, they were both very supportive of the Committee's workplan, with Councilmember Davis encouraging the Committee to keep going as-is, and Mayor Lentz adding that he did not have any reason to believe that the Council's shied away from having an IDEA Committee. They provided Chair Horton and Vice Chair Zoltowski with the following feedback: create a master list to help spread out the cultural celebrations the Committee helps put on, as they do not all have to be every year, review the latest Census data to see how best to tailor outreach materials, and meet with legal counsel to hear a broad overview of the legal landscape that may affect the types of efforts that committees like IDEA work on. IDEA Committee members were also encouraged to connect with other Commission/Committee Chairs and Vice Chairs to learn more about their upcoming activities and projects.

Attachments:

1. IDEA Committee's Values-Mission-Principles Poster

2. IDEA Draft FY2025-26 Workplan

Caroline Cheung
Caroline Cheung, IDEA Committee Staff

Jeremy Dennis
Jeremy Dennis, City Manager

IDEA Committee

Vision:

A Brisbane where every individual belongs
& diverse voices shape a thriving,
connected & inclusive
community.

Mission:

We strive to develop & support a
community where everyone feels
welcome, valued & empowered
to participate fully in
community life.

Principles:

Inclusion: Everyone belongs.

Dignity: Everyone has worth.

Empathy: Understanding starts with listening.

Awareness: Our actions matter.



IDEA Committee's Draft Workplan FY 2025-2026

*Brisbane truly belongs to everyone.
All voices. One Brisbane!*

#	Major Tasks	Products or Deliverables	Responsibility (Subcommittee, Partner Entities)	Deadline/Completion Date
1	Improve equity in access through articles in the STAR, so those who may need assistance know of the resources available to them	New Monthly "Age-Friendly Spotlight" in the STAR	Policy Subcommittee, staff	September
2	Use digital, print, and in-person channels to inform the community about the IDEA Committee	Newsletter feature highlighting the Committee, tabling at farmers' market & Day in the Park	Entire Committee, staff	October
3	Plan and execute a community short-film festival event	Short-Film Festival Event during United Against Hate Week	Events Subcommittee, staff	October 25, 2025
4	Develop a diversity grant program for community members/organizations to apply for potential funding	Diversity Grant Program Guidelines	Policy Subcommittee, staff	January
5	Lead planning for a MLK Jr. Day of Service event and/or discussion at the Library in partnership with their staff around his principles	Martin Luther King, Jr. Day of Service Project and/or discussion at the Library	Events subcommittee, staff	February
6	Plan or help coordinate an event or workshop for Mental Health Month	Community Roundtable or dialogue circle in the Park	Events subcommittee, staff	May

Events subcommittee: Committee Member Dennis, Committee Member Kohn, Committee Member Marc

Policy subcommittee: Committee Member Highsmith, Chair Horton, Vice Chair Zoltowski

Note: the IDEA Committee Members have also self-selected to be the following City Commission and Committees' liaison, on an as-needed basis:

- Committee Member Kohn - Parks and Recreation Commission (Age-Friendly initiatives)
- Committee Member Dennis - Youth Advisory Committee (events to engage more Brisbane residents)
- Chair Horton - Planning Commission (General Plan policies)
- Vice Chair Zoltowski - Open Space & Ecology Committee/Sierra Point Park & Open Space Subcommittee
- Committee Member Marc - Public Art Advisory Committee
- Committee Member Highsmith - Complete Streets Safety Committee

File Attachments for Item:

L. Discuss Real Estate Signs

(Staff recommend that the City Council discuss whether the current sign ordinance is sufficient to manage real estate signage placement during showings.)



CITY COUNCIL AGENDA REPORT

Meeting Date: October 2, 2025
From: Jeremy Dennis, City Manager
Subject: Discussion – Real Estate Signs

Recommendation

Per the request of Councilmember Davis, staff recommend that the City Council discuss whether the current sign ordinance is sufficient to manage real estate signage placement during showings

Background/Discussion

Advertising signs are regulated in the Brisbane Municipal Code (Attachment 1).

As defined, an off-site open house sign is “a temporary off-site sign that serves solely to provide directions to a property being offered for sale which is open for inspection by the general public on the day the sign is displayed” (Chapter 17.36.020 Definitions)

The City’s current regulations require that off-site open house signs (the type typically seen at busy intersections publicizing an open house on the weekends) be displayed on the day of the open house, be no larger than 6 square feet, and do not require review of the Community Development Department staff.

Anecdotal reporting suggests that such signage is being placed off site for the duration of showings instead of being removed at the end of each day’s showing.

Staff has provided five examples of policies in neighboring (San Mateo County) communities that generally deploy a stricter approach to off-premises real estate signs, requiring them to be removed by sundown or only during certain hours.

Staff recommend that the City Council discuss whether the ordinance should be amended to further refine the ordinance.

Fiscal Impact

There is no fiscal impact associated with this discussion. Should the Council wish to direct further discussions, there will be modest costs associated with staff time performing unanticipated work.

Attachments

1. Chapter 17.36 – Advertising Signs
2. Examples of policies in other cities

Jeremy Dennis

Jeremy Dennis, City Manager

Chapter 17.36 ADVERTISING SIGNS¹

17.36.010 Purpose and application of chapter.

- A. Purpose. In order to preserve the natural beauty of the city, to enhance the community's appearance, to conserve the character of its residential districts, to establish appropriate signage for the city's nonresidential districts, and to protect the public safety, the type, location, size and illumination of advertising signs are regulated.
- B. Application. This chapter shall apply to all advertising signs located on private property, whether temporarily or permanently; provided, however, this chapter shall not apply to:
 - 1. Any signs owned by the city, wherever located; or
 - 2. Any signs placed on private property by the property owner or with such owner's consent, which have been expressly authorized to be located thereon by resolution of the city council.

Nothing contained in this chapter shall be deemed to authorize or permit the placement of any sign on public property.

(Ord. 401 § 1(part), 1995).

17.36.020 Definitions.

- A. In addition to the definitions set forth in Chapter 17.04, all of which are applicable to this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section, unless the context or the provision clearly requires otherwise:
 - 1. "Advertising sign" (referred to in this chapter as "sign") means any alpha-numeric lettering, trademark, design, ornamentation, or picture which identifies or advertises a person, institution, organization, business, service or product, which is attached to or made a part of any structure or placed upon any land or in or on any window, which is visible from any public or private street, highway, sidewalk or alley, or other outside public area. Paintings or other art forms visible to the public are not considered advertising signs.
 - 2. "Awning sign" means a sign that is printed, painted, fixed, marked, stamped or otherwise impressed upon the surface of an awning covering.
 - 3. "Banner" means any sign of lightweight fabric or similar material that is mounted at one or more edges to a pole or the exterior of a building.
 - 4. "Billboard." See "nonappurtenant advertising structure."
 - 5. "Construction sign" means a temporary sign that announces the name and character of a building under construction and may identify those persons directly connected with the construction.
 - 6. "Directional sign" means a sign that is located on-site, the sole purpose of which is to direct the flow of traffic, indicate entrances or exits and transmit parking information.

¹ Prior ordinance history: Ords. 298 and 373.

7. "Directory sign" means a sign identifying or advertising multiple businesses located on the same site as the sign.
8. "Election sign" means a sign as defined in Section 17.32.260 of this code.
9. "Freestanding sign" means a sign affixed to the ground and detached from any building. See "pole sign" and "monument sign."
10. "Height of sign" means the distance between the highest point of a sign and the finished grade at its base.
11. "Identification sign" means a sign displaying the name of the property or the premises upon which displayed or the owner or occupant thereof.
12. "Illuminated sign" means a sign having its own immediate source of internal or external illumination.
13. "Kinetic sign" means a sign that is reflective, rotating, wind-driven, flashing, animated or revolving, including electronic readerboards.
14. "Monument sign" means a freestanding sign without exposed supports or poles.
15. "Nonappurtenant advertising structure" means a structure that advertises products or businesses which do not pertain solely to uses permitted and conducted on the property where such structure is located.
16. "Nonconforming sign" means a sign legally constructed or installed in compliance with all zoning regulations then applicable to the site, but which, by virtue of a subsequent change in such regulations or reclassification or annexation of the property, no longer conforms with the sign regulations currently applicable to the site.
17. "Off-site directional sign" means an off-site sign that serves solely to provide directions to a local business.
18. "Off-site open house sign" means a temporary off-site sign that serves solely to provide directions to a property being offered for sale which is open for inspection by the general public on the day the sign is displayed.
19. "Pole sign" means a sign supported from the ground by a pole or poles.
20. "Portable sign" means any sign which is intended to be moved or capable of being moved, whether or not on wheels or other special supports.
21. "Primary frontage" means that single property line of a lot abutting a public or private street and providing the principal means of access to the lot or occupancy thereof.
22. "Privilege sign" means a sign containing the name and/or logo of any product or service other than that which provides the majority of the business conducted on the site.
23. "Projection sign" means a sign that is affixed at an angle or perpendicular to the wall of any building.
24. "Residential home occupation sign" means a sign located on the site of a dwelling unit that identifies a home occupation being legally conducted on the same site by the occupant of the dwelling unit.
25. "Roof sign" means a sign located on the roof of a building.
26. "Sale or lease sign" means a temporary sign advertising the sale or rental of all or a portion of the premises upon which the sign is located.
27. "Secondary frontage" means any property line of a lot abutting a public or private street other than the primary frontage.

28. "Sign." See "Advertising sign."
29. "Sign area" means the area of a sign as calculated in accordance with the procedures for measurement illustrated in Figure 17.36.020B.
30. "Sign program" means an overall plan for signage, as approved by the planning commission, pertaining to all or any portion of a site and the buildings thereon, which may include, but is not limited to, unique requirements for the sign area, dimension, color, material, design, size and illumination of all signs to be erected or installed pursuant to the sign program.
31. "Subdivision sale sign" means a temporary sign advertising the sale of lots or homes within a subdivision of five (5) or more lots.
32. "Temporary sign" means a sign that is not permanently installed or affixed to the site and is required to be removed within the time prescribed in Table 17.36.020 for the applicable type of sign.
33. "Wall sign" means a sign affixed parallel to a wall or painted on the wall so as to read parallel to the wall.
34. "Window sign" means a sign affixed on a window or within a window frame.

(Ord. 401 § 1(part), 1995).

(Ord. No. 640, § 2, 7-18-19)

17.36.030 General regulations.

- A. Compliance with chapter. No advertising sign shall be erected, installed, altered or maintained in any zoning district in the city, except in conformity with the provisions of this chapter.
- B. Requirement for permit-Exceptions. No person shall place, erect, install, alter or maintain any sign in the city without first obtaining a sign permit pursuant to this chapter; provided, however, that the following signs may be installed without obtaining a sign permit if the sign fully complies with the applicable requirements set forth in Table 17.36.020 and Figure 17.36.020A of this chapter:
 1. Identification signs;
 2. Off-site open house signs;
 3. Residential home occupation signs;
 4. Sale and lease signs;
 5. Temporary window signs;
 6. Window signs less than one square foot in area.
- C. Site restrictions. All advertising signs shall be located on the same site as the use they identify or advertise, with the exception of off-site directional signs and off-site open house signs. As used herein, the term "site," as applied to subdivision signs, means within the boundaries of the subdivided property as shown on either: (i) the recorded final map; or (ii) the tentative map, if the final map is not yet recorded. Nonappurtenant advertising structures are prohibited in all districts.
- D. Sign area. The area of each individual sign shall be calculated in accordance with the procedures for measurement illustrated in Figure 17.36.020B. The maximum total area of signage permitted on a lot shall be determined in accordance with the applicable requirement set forth in Table 17.36.020.
- E. Height of Sign. Except as otherwise provided in this chapter, the height of a sign shall not exceed the maximum height prescribed for the district in which the sign is located.

- F. Construction and Maintenance. All signs shall comply with the following construction and maintenance requirements:
1. All new signs shall be designed, constructed and installed in accordance with the Uniform Sign Code; provided, however, that in the event of any conflict or inconsistency between the provisions of the Uniform Sign Code and the provisions of this chapter, the provisions of this chapter shall be controlling.
 2. All new signs shall be adequately finished to give a professional appearance and assure durability.
 3. All projecting signs shall have a clearance of not less than eight feet or the distance required by the provisions of the Uniform Sign Code, whichever is greater.
 4. All signs shall be regularly maintained and kept in good condition and repair.
- G. Applicable Sign Classification. Where more than one classification under this title can be applied to the same sign, the classification having the most restrictive regulations shall be applied.
- H. Unauthorized Signs. It is unlawful for any person who is not the owner or legal occupant of private property to place any sign on such property without authorization by the owner or legal occupant thereof.
- (Ord. 401 § 1(part), 1995).

17.36.040 Primary and secondary frontage.

- A. In the case of a lot having both a primary and one or more secondary frontages, additional signs facing the secondary frontage(s) may be installed, provided that:
1. The total sign area of the additional signs on the secondary frontage(s) does not exceed one-half ($\frac{1}{2}$) of the maximum sign area that would be allowed under Figure 17.36.020A if the secondary frontage were the primary frontage; and
 2. The combined total sign area for all signs on both the primary and secondary frontages shall not exceed one hundred (100) square feet.
- B. In cases where there is more than one frontage, the planning director shall determine the frontage that will be classified as primary and the frontage(s) that will be classified as secondary for the purposes of this chapter. Such determination shall have no effect upon the application of any other zoning regulation contained in this title.
- (Ord. 401 § 1(part), 1995).

17.36.050 Sign program.

- A. A sign program shall be required in each of the following cases:
1. For lots having a primary frontage of more than one hundred (100) feet where signage in excess of one hundred (100) square feet is being requested;
 2. For lots having a combined primary frontage and secondary frontage of more than one hundred (100) feet where signage in excess of the square footage allowed under Section 17.36.040(A)(1) is requested for the secondary frontage;
 3. For lots having a primary frontage of less than one hundred (100) feet but having multiple tenants or occupants on the same site where signage in excess of the square footage otherwise allowed in Figure 17.36.020A is being requested;

4. For lots having multiple nonresidential uses which are located in residential districts, where signage in excess of twenty (20) square feet is being requested;
 5. For property which is the subject of a specific plan adopted pursuant to Sections 65450-65457 of the Government Code; or
 6. For property which is the subject of a planned development permit issued pursuant to Chapter 17.28 of this title.
- B. In connection with the approval of a sign program, the planning commission shall have authority to impose such modified or additional requirements as the planning commission may deem necessary or appropriate in order to achieve the purposes of this chapter. No sign program shall be approved unless the planning commission is able to make all of the applicable findings set forth in subsection D of Section 17.36.060. Upon approval of a sign program by the planning commission, the planning director shall thereafter issue a sign permit for each sign to be located upon the subject property if the planning director finds and determines that the proposed sign complies with the approved sign program.
- C. The city on its own initiative, by resolution of the planning commission following the conduct of a public hearing, may adopt a sign program for any zoning district or other specified geographic area for the purpose of establishing a consistent and uniform plan for signage within such district or area. Notice of the public hearing shall be given in the same manner as would be utilized for notice of the proposed adoption of a zoning regulation governing such district or geographic area.
- (Ord. 401 § 1(part), 1995).

17.36.060 Approval of sign permits and sign programs.

- A. Application. Application for a sign permit or approval of a sign program shall be made to the department of building and planning in accordance with Sections 17.02.070 and 17.02.080 of this title.
- B. Review of Application. Applications shall be reviewed as follows:
1. Sign Permit. All applications for a sign permit shall be subject to review by either:
 - a. The planning director, if the proposed sign complies with the requirements contained in Table 17.36.020 and does not exceed the sign area shown on Figure 17.36.020A as being within the approval authority of the planning director; or
 - b. The zoning administrator or the planning commission, as determined by the type and size of the proposed sign, in accordance with the requirements contained in Table 17.36.020 and the chart set forth in Figure 17.36.020A.

Notwithstanding the foregoing, the planning director may elect to refer any permit application to the zoning administrator for a decision thereon, and the zoning administrator may elect to refer any permit application to the planning commission for a decision thereon, whenever the planning director or the zoning administrator determines that the proposed sign may create an adverse visual, aesthetic, safety or other impact upon neighboring properties or the occupants thereof. In the event of such referral, the application shall be processed in the same manner and subject to the same requirements for notice and findings as if originally filed with the approving authority to which it has been referred.

2. Sign Program. All applications for approval of a sign program shall be subject to review by the planning commission.
- C. Notice.
1. Sign Permits Issued by Planning Director. Sign permit applications subject to review only by the planning director may be granted upon submittal, without prior notice to any other parties or the

conduct of a meeting or other form of public hearing thereon by the planning director, in the same manner as an application for a building permit.

2. Sign Permits Issued by Zoning Administrator or Planning Commission. For sign permit applications requiring review by the zoning administrator or planning commission, notice of the meeting at which the review will take place shall be mailed to property owners and occupants on both sides of, and directly across the street from, the site on which the sign is proposed to be placed at least ten (10) calendar days prior to the meeting.
3. Sign Program Approved by Planning Commission. For sign program applications, notice shall be provided to all property owners within three hundred (300) feet of the site at least ten (10) calendar days prior to the date of the planning commission meeting at which the application will be considered.

When notice is required to be given, it shall set forth the time and place of the meeting at which the application will be considered and shall advise the recipient that written comments may be submitted prior to the meeting and both written and verbal comments will be received by the approving authority at the time of the meeting.

- D. Findings for Approval. No sign permit shall be granted and no sign program shall be approved unless the planning director, or the zoning administrator, or the planning commission, as the case may be, is able to make each of the following findings as may be applicable to the application;
 1. All advertising signs must conform to the requirements of Table 17.36.020 and Figure 17.36.020A, unless specifically exempted in this chapter.
 2. For all advertising signs subject to permit approval by the zoning administrator or the planning commission, it must also be found that:
 - a. The sign complies with all applicable city ordinances; and
 - b. The sign does not conflict with the building scale, colors, materials, architectural details and styles found in the specific neighborhood or area of the city in which the sign is proposed to be located.
 3. For off-site directional signs, it must also be found that:
 - a. The sign provides directions to a local business only; and
 - b. The sign is necessary because the location of the business is not readily visible from the street designated as the primary frontage of the site.
 4. For portable signs, it must also be found that:
 - a. The sign will be safely secured during and after business hours; and
 - b. The sign, when displayed, does not present a hazard to vehicular or pedestrian traffic.
 5. For illuminated or kinetic signs, it must also be found that:
 - a. The sign does not produce glare; and
 - b. The sign does not present a distraction or hazard to pedestrians, motorists, or the occupants of other neighboring properties; and
 - c. The sign does not otherwise cause a public nuisance.
 6. For sign programs, it must also be found that the program is consistent with the city's general plan and any specific plan or planned development permit applicable to the site.
- E. Changes to Approved Signs. No sign for which a sign permit has been issued shall be altered or changed without the prior approval of the authority that granted the permit; provided, however, that the planning

director may approve signs where only the face is being changed and the physical structure and characteristics of the sign are not being altered.

(Ord. 401 § 1(part), 1995).

17.36.070 Appeals.

- A. Appeals From Decisions of Planning Director. Any decision or determination made by the planning director pursuant to this chapter may be appealed by the applicant to the planning commission in accordance with the procedure set forth in Section 17.52.005 of this title, except that the appeal shall be filed within seven (7) calendar days after the date on which the decision or determination is rendered. The acceptance of a sign permit or a building permit for the sign shall constitute a waiver by the applicant of all rights to appeal granted by this title.
- B. Appeals From Decisions of Zoning Administrator. Any decision or determination made by the zoning administrator pursuant to this chapter may be appealed to the planning commission in accordance with the procedure set forth in Section 17.56.100 of this title.
- C. Appeals From Decisions of Planning Commission. Any decision or determination made by the planning commission pursuant to this chapter may be appealed to the city council in accordance with the procedure set forth in Sections 17.52.010 and 17.52.020 of this title, except that the appeal shall be filed within ten (10) calendar days after the date on which the decision or determination is rendered.

(Ord. 401 § 1(part), 1995).

17.36.080 Nonconforming signs.

A nonconforming sign shall not be replaced, altered, redesigned, reconstructed or relocated unless or until the sign is made to conform with the provisions of this chapter. Ordinary maintenance and repairs which will not increase the normal life of the sign and are required for safety purposes or to comply with Section 17.36.030(F)(4) will be allowed.

(Ord. 401 § 1(part), 1995).

17.36.090 Unlawful signs.

- A. Unlawful Signs Declared Public Nuisance. Any sign erected, constructed, altered, enlarged or maintained in violation of the provisions of this chapter is declared to be unlawful and a public nuisance. Each sign found to be in violation of any such provision shall constitute a separate violation of this chapter. Upon order by the city council, the city attorney shall commence such action or proceeding for abatement of the public nuisance through removal, maintenance or repair of the sign as may be authorized by law. The remedies provided for in this section shall be cumulative and not exclusive of any other rights or remedies available to the city upon a violation of this title.
- B. Recovery of Abatement Costs. The cost of all proceedings conducted by the city to remove an unlawful sign or to maintain or repair an existing sign shall be paid to the city by the person to whom a permit for such sign was issued, or, in the absence of a sign permit, payment shall be made by the owner of the property upon which the sign was erected or installed. The city may recover such abatement costs in the same manner as provided in this title, or otherwise provided by law, for recovery of costs related to the abatement of public nuisances.

(Ord. 401 § 1(part), 1995).

Table 17.36.020
Requirements for Advertising Signs

Type of Sign	Maximum Sign Area	Review Process	Other Requirements
Sale or Rental:			
Residential	6 sq. ft.	None	Not more than 1 sign per unit; remove not later than 10 days after finalization of sale or rental.
Nonresidential	16 sq. ft.	None	Not more than 1 sign per unit; remove not later than 10 days after finalization of sale or rental.
Off-Site Open House:	6 sq. ft.	None	Display limited to day of open house.
Subdivision:	40 sq. ft.	Planning director	Not more than 1 sign at each major entrance to the project; display limited to 6 months. Extensions for display beyond 6 months can be granted by planning director based upon a finding that the signs are reasonably necessary for marketing of the lots or dwelling units in the project and do not create any adverse aesthetic or safety impacts.
Construction:	1 sq. ft. per 1 foot of frontage; 100 sq. ft. maximum	Planning director	Not more than 1 sign per site; remove not later than 45 days from issuance of first certificate of occupancy for improvements on the site where the sign is located.
Identification:	1 sq. ft.	None	Not more than 1 sign per unit.
Residential Home Occupation:	3 sq. ft.	None	Home occupation permit must have been granted for the activity advertised

			by the sign; not more than 1 sign per permit.
Multifamily Residential Uses in Residential Districts:		Planning director	Not more than 1 sign per frontage. Freestanding signs shall not exceed 4 feet in height.
Frontage of less than 100 feet	10 sq. ft.		No sign shall be permitted on the roof or roof eave of any building.
Frontage of 100 feet or more	20 sq. ft.		
Secondary frontage	8 sq. ft.		
Nonresidential Uses in Residential Districts:	20 sq. ft.	Planning director	Not more than 1 sign per site.
Wall:	Figure 17.36.020A	Figure 17.36.020A	None.
Projecting:	15 sq. ft. (sign area measured for one side only)	Zoning administrator	3 foot maximum encroachment into the public right-of-way. 1 foot maximum projection above the face of the structure. Not more than 1 projecting sign per site.
Awning:	Figure 17.36.020A (sign area measured for front and one side only)	Zoning administrator	3 foot maximum encroachment into the public right-of-way. No projection above the face of the building.
Window:			
Permanent-more than 1 sq. ft.	Figure 17.36.020A	Figure 17.36.020A	None
Permanent-1 sq. ft. or less	1 sq. ft.	None	None.
Temporary	None	None.	Interior only; display limited to 90 days.
Roof:	Figure 17.36.020A	Zoning administrator	Restricted to the following general plan subareas only: Southeast Bayshore,

			Northeast Bayshore, Northwest Bayshore north of Main Street, Beatty, Baylands, and Southwest Bayshore.
Freestanding:			
Pole	Figure 17.36.020A	Planning Commission	Restricted to the following General Plan subareas only: Southeast Bayshore, Northeast Bayshore, Northwest Bayshore north of Main Street, Beatty, Baylands, and Southwest Bayshore.
Monument- less than 6 ft. in height	Figure 17.36.020A	Figure 17.36.020A	None.
Monument- 6 ft. or more in height	Figure 17.36.020A	Zoning administrator	None.
Portable	Figure 17.36.020A	Zoning administrator	Findings per Section 17.36.060(D).
Directory	In accordance with approved sign program.		
Illuminated:	Figure 17.36.020A	Zoning administrator	Findings per Section 17.36.060(D).
Banner:			
Temporary	Figure 17.36.020A	Planning director	Display limited to not more than an aggregate of 90 days during any single calendar year.
Permanent	Figure 17.36.020A	Zoning administrator	None.
Kinetic:	Figure 17.36.020A	Planning commission	Findings per Section 17.36.060(D).
Privilege:	Figure 17.36.020A	Figure 17.36.020A	Not more than 25% of the sign area or 25 sq. ft., whichever is less, shall be devoted to brand names/symbols which shall be integrated with the remainder of the sign.
Off-site Directional:	Figure 17.36.020A (for the site on which the sign is located)	Planning commission	Findings per Section 17.36.060(D).

			Prohibited in all residential districts.
Sign Programs:	Variable	Planning commission	Properties with more than 100 ft. of frontage; Properties with not more than 100 ft. of frontage and multiple businesses; Multiple nonresidential uses in residential districts where signage is more than 20 sq. ft.; Properties included in master plan or specific plan.
Individual signs subject to sign program	Per sign program	Planning director	Per sign program.

Figure 17.36.020A-1

Maximum Total Sign Area Computed by Frontage

Lot Frontage	Maximum Total Sign Area Permitted	Planning Director Review	Zoning Administrator Review
Up to 15 feet	15 sq. ft.	All	None.
Greater than 15 feet; up to 30 feet	1 sq. ft. per 1 foot of frontage	All	None.
Greater than 30 feet; up to 40 feet	1 sq. ft. per 1 foot of frontage	30 sq. ft. or less	Greater than 30 square feet; up to 40 square feet.
Greater than 40 feet; up to 60 feet	1 sq. ft. per 1 foot of frontage	35 sq. ft. or less	Greater than 35 square feet; up to 60 square feet.
Greater than 60 feet; up to 80 feet	1 sq. ft. per 1 foot of frontage	40 sq. ft. or less	Greater than 40 square feet; up to 80 square feet.
Greater than 80 feet; up to 100 feet	1 sq. ft. per 1 foot of frontage	45 sq. ft. or less	Greater than 45 square feet; up to 100 square feet.
Greater than 100 feet	100 sq. ft. unless otherwise approved by the planning commission as part of a sign program	50 sq. ft. or less	Greater than 50 square feet; up to 100 square feet.

Figure 17.36.020A-2

Maximum Total Sign Area Computed by Frontage

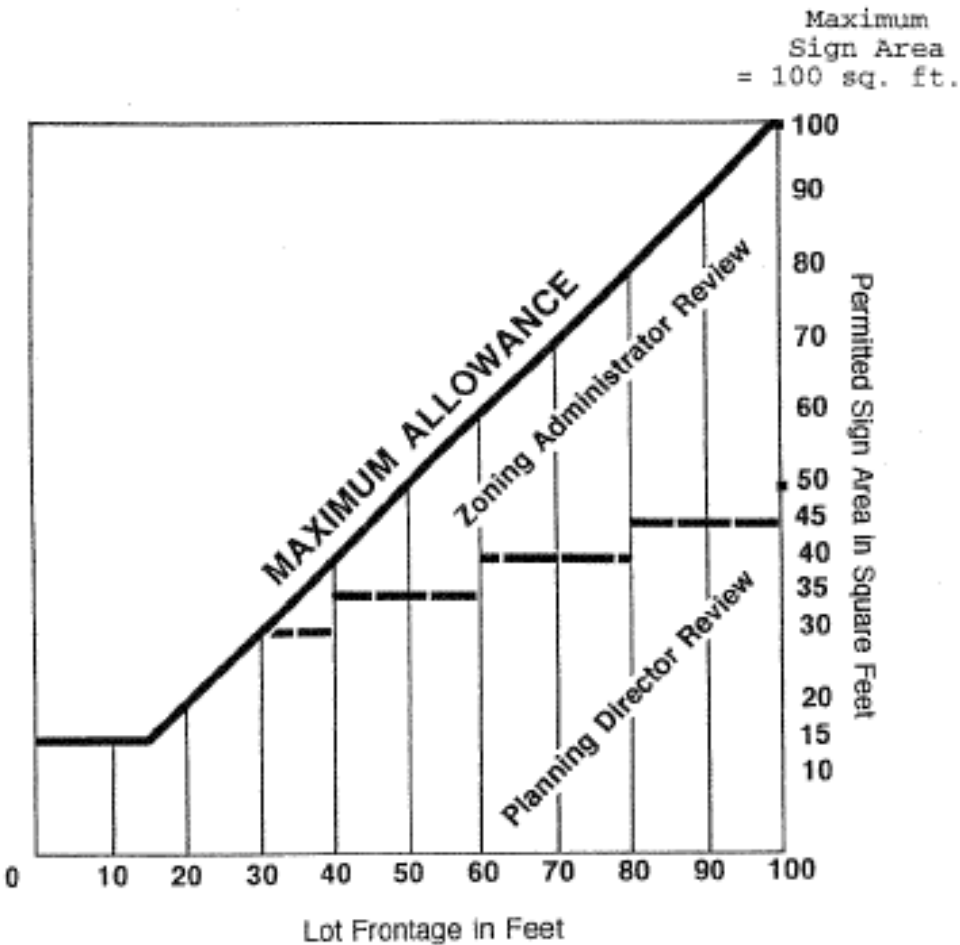


Figure 17.36.020B

Determination of Sign Area

Figure 17.36.020B

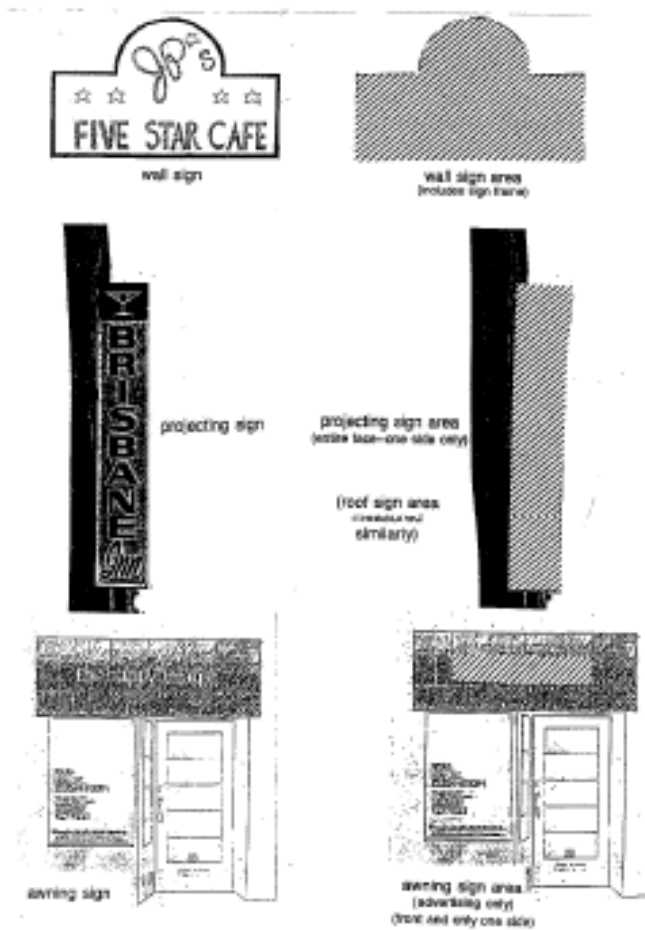
Determination of Sign Area

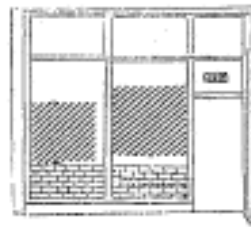
Figure 17.36.020B

Determination of Sign Area (Continued)

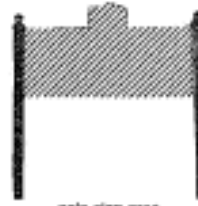
Figure 17.36.020B

Determination of Sign Area (Continued)

window sign

window sign area
(all signage contained in each window/
smallest rectangle to contain each sign)

pole sign

pole sign area
(does not include supports
if not part of a sign frame)
(one side only)

monument sign

monument sign area
(does not include support)
(one side only)

Sign Ordinance in Daly City

January 1, 2007

No permit required. Limit to one sign per property or business. Off-site and A-frames allowed provided that they are removed by sundown each day and limited to the minimum necessary for directional purposes. A-frames may identify the owner or agent's name, address and telephone number but must not otherwise be used to identify or advertise real estate offices or businesses. Sign must not exceed 4 square feet in a residential zone or 12 square feet in any other zoning district. Real estate signs must be placed on the offered property and must be removed within 30 days after the sale, rental or lease of the property.

TAGGED: [Daly City](#), [Sign Ordinances](#)

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THE CITY OF MILLBRAE'S TEMPORARY SIGNS CODE

10.10.300 Temporary signs.

A. Temporary Signs Not Requiring Design Review or a Sign Permit.

1. Election Signs. Election signs shall be placed on private property with the consent of the private property owner and/or the occupant of the private property. No signs shall be erected upon any public property or upon any public right-of-way as specified in MMC 10.10.340(A). Signs shall be removed within ten days following the election by the person who erected the sign or the owner/occupant of the property upon which the sign is erected. Each candidate, campaign committee or authorized representative shall sign an affidavit assuring removal of all election signs.

2. On-Premises Real Estate Signs. On-premises real estate signs in the R-1 and R-2 zoning districts shall not exceed four square feet in area and six feet in height. All other districts are permitted nine square feet of area and six feet of height if sign is placed on a pole. One sign is permitted per address for each street abutting the premises. The sign shall be displayed on the subject property and is limited to the period such premises is held for sale, rent or lease, and not more than fifteen days thereafter.

3. Off-Premises Real Estate Signs. Off-premises portable real estate signs shall not exceed four square feet in area. Two such signs are permitted per address and shall be displayed only between the hours of eight a.m. and five p.m. on a day when an open house is held. Such signs shall be placed on private property; however, if private property is not physically available, one of the two portable signs may be placed on public property in a safe manner that does not obstruct or interfere with pedestrian or vehicular traffic. Nonconforming signs may be administratively removed and retained by the Millbrae police department for a period of up to fourteen days. A fee, the amount of which is set forth in a resolution approved by the city council, shall be assessed to release the sign. If the sign is not retrieved by its owner within fourteen days of its removal, the police department may dispose of the sign.

4. Temporary Window Signs (for exterior display located in, on or within two feet of any glazed window or door). Temporary window signs, located on the ground floor of commercial and industrial businesses, which cover ten percent or less of any glazed window or door area shall be permitted without design review or a sign permit. Signs may be displayed for a period of time not exceeding thirty days for the same material. A thirty-day period shall lapse before display of the same sign. Noncommercial signs shall not be included in the percentage limitation.

B. Temporary Signs Requiring a Temporary Sign Permit. No person shall erect exterior signs or banners, temporary window signs which exceed ten percent window coverage, special occasion pennants, flags, balloons, streamers, spinners, ribbons, portable signs or the like without first complying with all portions of this chapter and then obtaining a temporary sign permit from the community development department pursuant to MMC 10.10.050. The temporary sign permit shall be limited to sixty calendar days per year, per address. Signs may be displayed for one consecutive sixty-day period or any combination so designated by the applicant. Signs and banners shall not be freestanding or placed in the public right-of-way or on public property. Signs and banners shall be securely fastened and provide adequate vertical clearance where necessary. Each sign is limited to one per street frontage and a maximum of thirty-two square feet.

C. Temporary Street Banners. No person shall erect or maintain any sign or banner over, across or above any public street, alley or other public place for any purpose whatsoever, without first obtaining written approval from the Department of Public Works. The department of public works may, upon receipt of a complete application and proof of insurance, issue a sign permit for the erection and maintenance of a street banner or similar device at the designated banner location (Broadway near Hillcrest Boulevard) if such device is to be maintained in connection with an event of a general civic and/or public nature conducted within the city. The department of public works may establish written conditions for such sign permit as may be necessary to assure compliance with the purposes of this chapter. (Ord. 626, § 2; 1976 Code § 10-2.607).

Sign Ordinance in Redwood City

January 1, 2007

No permit required. A maximum of 4 signs total for both on-site and off-site locations. Each sign must be removed within 10 days following the close of escrow on the sale or exchange of the property, the execution of a lease or the withdrawal of the property from the market, or the completion of the economic transaction proposed by the sign. Portable signs may be displayed at off-site locations, so long as they are on private property with the property owner's consent. Directional signs must not exceed 4 square feet and 4 feet in height. Signs must not be placed in a manner as to constitute a traffic hazard or an obstruction of view for drivers.

RESIDENTIAL REAL ESTATE SIGNS

Freestanding signs located on property with 4 or more units must not exceed 32 square feet in area and 15 feet in height, while a property with less than 4 units must not exceed 12 square feet in area and 6 feet in height. Portable signs must not exceed 3 feet in width and 3 feet in height. Wall signs or window signs located on property with 4 or more units must not exceed 12 square feet in area, while a property with less than 4 units must not exceed 4 square feet. On-site: Real estate signs may be displayed on residential property. Properties with 4 or more units are limited to 1 sign of each type displayed per street frontage. Properties with less than 4 units are limited to 1 sign of either type per premise.

NONRESIDENTIAL REAL ESTATE SIGNS

Freestanding signs located on property with 100 feet or more of linear frontage must not exceed 64 square feet in area and 15 feet in height, while property with less than 100 feet of linear frontage must not exceed 32 square feet in area and 6 feet in height. Portable signs must not exceed 9 square feet in area, 3 feet in width, and 3 feet in height. Wall signs or window signs located on property 100 feet or more of linear frontage must not exceed 64 square feet in area, while properties with less than 100 feet of linear frontage must not exceed 32 square feet in area. On-site: properties with 100 feet or more of street frontage is limited to 1 of each freestanding and wall sign per street frontage. Properties with less than 100 feet of linear frontage is limited to 1 sign of either freestanding or wall sign.

TAGGED: Redwood City, Sign Ordinances

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Sign Ordinance in San Carlos

January 1, 2007

No permit required. Limit to one sign posted upon each property advertising it for sale, not to exceed 6 square feet for each lot.

Open house (directional signs) may only provide information and direction to the view and must not contain an advertising message. Off-site open house signs must not exceed 4 square feet in area per side (8 square feet total) and 3 feet in height. Single-sided signs must not exceed 4 square feet in area. Off-site signs may be placed in the public right-of-way or on private property only in the following matter:

1. The sign must not be placed on the sidewalk or in the street.
2. The sign may be placed in a park strip where not impairing vehicular visibility or pedestrian movement.
3. The sign may be placed behind the sidewalk on public property when not impairing vehicular visibility or pedestrian movement.

The sign may be placed on private property with written permission from the owner.

5. The sign can be displayed during daytime hours, and only when an open house is in progress. Signs must be removed by dusk.

San Carlos Municipal Code, see Chapter 18.150

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Sign Ordinance in South San Francisco

December 21, 2017

City of South San Francisco Municipal Code Section 20.360.004 Prohibited Signs

The following signs shall not be permitted, erected or maintained within the City of South San Francisco:

G. Off-Premises Signs. To the extent allowed by law, with the exception of off-premises signs legally in existence at the time of adoption of this chapter or permitted pursuant to a relocation agreement under Section 20.360.002(A) and a Sign Permit under Section 20.360.009, off-premises signs are prohibited. Messages placed on transit benches or shelters sponsored or contracted by the transit agency pursuant to a contract and with its consent are exempted from this prohibition. Legally established off-premises signs are subject to the nonconforming sign provisions of Section 20.360.012 ("Nonconforming Signs").

I. Portable Signs, as defined by Section 20.360.015(BB), are prohibited.

L. on Public Property. No person shall paint, mark, or write on, or post or otherwise affix any handbill or sign to or upon any public property, including, but not limited to, sidewalk, crosswalk, curb, curbstone, street lamp post, hydrant, street median, tree, shrub, tree stake or guard, post, railroad crossing, electric light or power or telephone or telegraph pole, or wire appurtenance thereof, or upon any fixture of the fire alarm or police communications system, or upon any lighting system, public bridge, public building or wall, drinking fountain, street sign, or traffic sign or any other public place, except:

1. Signs or handbills posted by a public officer or public employee in the performance of a public duty;
2. Signs that are required or authorized by law;
3. Messages placed on transit shelters sponsored or contracted by the applicable transit agency pursuant to a contract with the transit agency and with its consent; and
4. A sign, banner, or other similar display that meets all of the following criteria, as determined by the City Manager or designee:
 - a. Is located within the Downtown area or along El Camino Real;
 - b. Is no greater than 24 square feet;
 - c. Is affixed to an electric light, power, or telephone/telegraph pole or other stationary fixture and the display is placed at least eight feet above the ground;
 - d. Is displayed for no more than 30 days in any calendar year;

e. Is made of high quality, weather-proof, durable material; and

L. promotes any of the following types of events: (i) public programs or educational activities held in the City that are open to the public and serve the community in a non-discriminatory way, (ii) events that encourage tourism in the City, (iii) events that promote the culture and/or history of the City.

5. A sign, banner, or other similar display that is constructed by the City, paid for out of City funds, and posted by a City employee within the scope of his or her City employment.

Section 20.360.015 Definitions

Unless otherwise specifically provided, the terms used in this chapter shall have the following meanings:

BB. Portable Sign. Any sign over six square feet in size designed to be easily transported, including, but not limited to, signs designed to be transported by means of wheels; signs made as A-frames or T-frames; menu and sandwich board signs; and signs attached to or painted on vehicles parked and visible from the public right-of-way. This definition expressly excludes hand-held signs and signs affixed to vehicles that are less than six square feet in size.

Section 20.360.014 Enforcement, Liability, and Penalty

Liability for Damages. The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person erecting or owning any sign for personal injury or property damage resulting from the placing of such signs, or resulting from the negligence or willful acts of such persons, their agents, employees or workers in the construction, maintenance, repair or removal of any sign. Nor shall this chapter be construed as imposing upon the City, or its officers, or employees any responsibility or liability by reason of the approval of any signs, materials or devices under the provisions of this chapter.

F. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Ordinance; referrals may be made by the Planning Division, Building Division or Police Department.

C. If the Code Enforcement Officer finds any sign not complying with the regulations of this Ordinance, written notice shall be given to the sign owner and to the property owner. The notice shall specify the time period within which compliance must be achieved. If the sign owner or the property owner fails to remove or alter the sign so as to comply with the standards herein set forth after such notice, the Code Enforcement Officer may cause such sign to be removed, or altered to comply, at the expense of the sign owner or owner of the property upon which it is located.

D. Notwithstanding the foregoing, the Chief Building Official, Code Enforcement Officer, Director of Public Works or Police Department may have removed without prior notice any sign which is an immediate threat to persons or property or which is located on public property in violation of this Chapter. Once such a sign is removed the Code Enforcement Officer shall immediately attempt to notify the owner of the sign, if ascertainable. If the sign is not retrieved within 15 days after removal, it shall be deemed abandoned and may be disposed of by the City.

E. for Violation. Any person violating a provision of this chapter or failing to comply with a mandatory requirement of this chapter shall be guilty of a misdemeanor and, upon conviction, such person shall be punished as set forth in Chapter 1.24 ("General ") of the South San Francisco

Letter from Luis Da Silva, Fire Marshal, South San Francisco Fire Department

File Attachments for Item:

M. Discuss Agenda Setting Process

(Staff recommend that the City Council discuss and provide guidance and direction to staff regarding the process for placing items on City Council agendas.)



CITY COUNCIL AGENDA REPORT

Meeting Date: October 2, 2025
From: Jeremy Dennis, City Manager
Subject: Agenda Setting Process

Recommendation

Staff recommend that the City Council discuss and provide guidance and direction to staff regarding the process for placing items on City Council agendas.

Background

At the September 18, 2025, City Council meeting, Mayor Lentz requested a review of the agenda setting process. This review would provide Council with the opportunity to discuss the current practice for placement of agenda items on a City Council agenda and potential changes to this practice. Currently, City Council agenda items are placed on an agenda by City Councilmembers and staff, subject to the Mayor's approval.

Discussion

There is currently no formal process for placing agenda items on Council agendas. Agenda items are typically placed on a future agenda based on the need for staff to receive decisions on city business and the desires of City Councilmembers to bring forward an item. Per the current practice, the Mayor approves the placement of proposed agenda items.

In San Mateo County, cities use a variety of formal and informal methods for agenda setting. Many cities employ an annual goal-setting process to determine their most significant agenda items for the year. Many agenda items are staff-initiated due to necessity, such as the need to comply with new state laws.

In some cities, Councilmembers can bring an item forward during a City Council meeting, but a quorum (or, in some cases, 2 of 5 members) of the Council is needed to place the item on a future agenda. The City Manager informs the Council about potential trade-offs or delays in scheduling new items ahead of previously scheduled ones.

In other cities, the Mayor and Vice Mayor set the agenda. They meet with the City Manager and leadership team every other week to propose and approve agenda topics and include additional items. There is also a referral process for other Councilmembers to suggest future agenda items, requiring some kind of agreement from the Council, as discussed in the previous paragraph.

Some cities have specific sections in their City Council agendas, such as Council Comments/Requests. This allows Councilmembers to request an agenda item for a future meeting and enables brief discussion on the request (but not the substance of the item). The request must explain the issue and the goal of the proposed Council discussion. If there is no opposing action from a majority of the Council, the item may be included on a future Council agenda. Councilmember requests must be made to the City Manager.

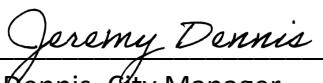
As mentioned earlier, there are various methods to introduce agenda items for inclusion on future City Council agendas. Staff seeks guidance from the City Council regarding the establishment of a formal process.

Fiscal Impact

There is no known fiscal impact.

Attachments

- NONE



Jeremy Dennis, City Manager

File Attachments for Item:

O. Council Meeting Schedule

COUNCIL MEETING SCHEDULE 2025***(Subject to change)*****All Meetings Begin at 6:30 PM on Thursdays unless otherwise noted**

October 2, 2025

October 16, 2025

November 6, 2025

November 20, 2025 Councilmember O'Connell teleconferencing in and proposed meeting time change to 7:30pm

December 4, 2025

December 11, 2025 Proposed Special Meeting for Reorganization

December 18, 2025 Proposed Cancellation

COUNCIL MEETING SCHEDULE 2026***(Subject to change)*****All Meetings Begin at 6:30 PM on Thursdays unless otherwise noted**

January 1, 2026 Holiday, Proposed Cancellation

January 15, 2026

February 5, 2026

February 19, 2026

March 5, 2026

March 19, 2026

April 2, 2026

April 16, 2026

May 7, 2026

May 21, 2026

June 4, 2026

June 18, 2026

July 2, 2026

July 16, 2026

File Attachments for Item:

P. Countywide Assignments and Subcommittee Reports

i. Report Out on Subcommittee Meetings

ii. Upcoming Subcommittee Meetings



CITY of BRISBANE

Council Subcommittee Update

From September 1st, 2025 to September 26th, 2025

1. Report Out on Subcommittees/Committees

A. Communications, Outreach & Engagement Subcommittee 9/9

Mackin, Kern

The subcommittee was provided with an updated version of the website analytics report. This report, or Digital Metrics Review of the City's Website, will be provided to the subcommittee on a rolling basis each month and used by staff to inform the redesign of the City's new website and streamline usage. The report features: top 25 page views and search terms, traffic segmented by device (mobile/tablet vs. desktop), top operating systems by users, and referral sources like organic search, social media, and direct traffic.

The subcommittee reviewed the STAR templates and directed staff to move forward with the tabloid-sized, month-view City calendar and new, weekly calendar of activities for Active Adults (55+). Communications staff will also be working closely with Mayor Pro Tem Mackin regarding any further design and layout adjustments for the STAR; this was able to be accomplished for the October issue prior to it going to the printer.

Meting Link:

<https://www.brisbaneca.org/citycouncil/meeting/communications-outreach-engagement-subcommittee-0>

B. Public Art Advisory Committee

9/15

Davis, O'Connell

The Committee reviewed the draft Request for Qualifications for this project opportunities for art at Firth Park, such as a fence or barrier separating the park from Glen Parkway, sculptures, new Firth Park mosaic and the stairway.

Next Steps #1: Staff will bring the Request for Qualifications (RFQ) and bring to Council in October.

The committee continued discussion regarding an artfully designed bench program throughout the City. Aside from bringing art to the community, it would provide opportunities for local artists, increase civic engagement, and contribute to a more vibrant and welcoming streetscape. The Committee decided on a collection of existing cement benches at the Marina and then chose three new benches to commission: one at the Dog Park; one at the Community Center; and one at Mission Blue Center. The committee also discussed that once the new bench is installed at the Dog Park, they requested an older bench be placed at the Mission Blue Tennis courts as there is no place to sit.

Next Steps #1: Staff will begin work on a Request of Proposal for the benches and will bring back to the Committee.

Meting Link:

<https://www.brisbaneca.org/bc-artadvisory/meeting/public-art-advisory-committee-24>

C. Liaison to the IDEA Subcommittee**9/16****Davis, Lentz
IDEA Horton & Zoltowski**

The subcommittee reviewed the IDEA Committee's mission statement and 2025 work plan. The subcommittee also reviewed the successes of past events and discussed upcoming ones. IDEA representatives do have concerns about their work during the current political climate. They are also interested in knowing what activities/projects other Committees are working on.

Next Steps #1: Staff will reach out to legal counsel to discuss the current political climate.

Next Steps #2: Staff will consolidate workplans from committees and share the information.

Meting Link:

<https://www.brisbaneca.org/bc-openspace/meeting/osec-events-subcommittee-meeting-3>

D. Housing Subcommittee**9/23****Davis, Lentz**

The subcommittee met with Lincoln Property Company who presented their preliminary thoughts for a potential residential redevelopment at 150 North Hill Drive. The approximately 174,150 square foot site is currently developed with an approximately 74,000 square foot multitenant industrial building that is zoned Trade Commercial TC-1 Crocker Park. To view the subject property, please visit link below.

Next Steps #1: Lincoln Property Company were invited to give a presentation to the full city council later this calendar year.

Meting Link:

<https://www.brisbaneca.org/citycouncil/meeting/housing-subcommittee-meeting-0>

2. Upcoming Subcommittees:

Age Friendly Subcommittee	10/1	Kern, Lentz
Public Art Advisory Committee	10/20	Davis, O'Connell

3. Proposed Subcommittees:

Does any councilmember wish to propose any items for a subcommittee to discuss?