



City of Malibu

Temporary Housing Application

PLANNING DEPARTMENT — SUBMIT TO MALIBURECOVERS@MALIBUCITY.ORG

Owner Information:

Property Owner Name: _____

Mailing Address: _____

Phone No.: _____ Email: _____

Project Information:

Project Address: _____

APN: _____

Temporary Housing Type (briefly describe): _____

***NOTE:** Temporary housing structures are defined as mobile homes, trailers, recreational vehicles or other structures which are self-contained units which include sanitary facilities, and facilities for normal daily routines including cooking and sleeping. Temporary housing structures **DO NOT** include any structure placed upon a permanent foundation, nor do they include tents, yurts, or similar fabric or textile installations.

Total Square Footage of Proposed Temporary Housing (may not exceed 1,000 square feet): _____

Number of Temporary Housing Units (may not exceed two): _____

■ Site Plan Attached

***NOTE:** Temporary housing shall be placed within the existing development area as defined by the LIP: "the approved portion of a project site that is developed, including the building pad and all graded slopes, all structures, and parking areas." Development area for residences built before the Coastal Act shall include all of the site that was legally developed, including the building pad and all graded slopes, all structures, driveways and parking areas

Staff Use Only

TH Number: _____ Date Received: _____

Approved by (print planner's name): _____

Signature: _____ Date: _____

Expiration Date: _____

(second page must be attached)

Project Conditions:

I hereby request approval for a temporary mobile home/trailer to be placed on the above-referenced property during reconstruction or in anticipation of reconstruction of a residence destroyed due to natural disaster. I agree to the following conditions of approval pursuant to Malibu Municipal Code (MMC) Section 17.40.040(A)(18):

1. No more than two (2) temporary housing structures which together total no more than 1,000 square feet shall be permitted.
2. No additional grading shall be allowed beyond that permitted as part of the development plan. The temporary housing shall be placed within the existing development area as defined by the LIP. Development area for residences built before the Coastal Act shall include all of the site that was legally developed, including the building pad and all graded slopes, all structures, driveways and parking areas.
3. The temporary housing structure shall include skirting.
4. The temporary housing structure does not include any structural attachments.
5. The temporary housing structure shall comply with the following utility requirements:
 - i. Be connected to a city-approved power source.
 - ii. Provide the City with written authorization from the owner allowing the City to terminate all utilities upon expiration of the period for which the temporary housing structure is permitted to remain on the property.
 - iii. Be connected to a functioning onsite wastewater treatment system (OWTS) or sewer as approved by the Environmental Health Administrator. A City-registered OWTS practitioner must inspect the OWTS and verify its functionality prior to installation of the temporary housing structure.
 - iv. Be connected to an approved source of potable water.
6. Temporary housing structures shall be permitted for an initial period of four (4) years and shall be renewable by the Planning Director in increments up to one year, for a maximum placement of the temporary housing structure of six (6) years, provided that a building permit for the reconstruction has been issued and regular inspections are occurring.
7. Upon expiration of the temporary housing permit, the property owner shall obtain verification from the city that all temporary housing structures have been removed from the property. Failure to obtain this verification shall result in a fine of \$1,000 per day until the verification is obtained.
8. Prior to final approval (e.g., Certificate of Occupancy) by the Building Official for the reconstructed residence, the temporary housing structure shall be removed from the lot unless the temporary housing structure is permitted and converted into a permanent structure that meets the requirements of the LCP. An RV may remain on the lot and would no longer be considered a temporary housing structure if it is disconnected from utilities and legally stored in compliance with the LCP.
9. If the temporary housing is supported on anything other than wheels or a trailer which can be readily moved (i.e. a manufactured home), it shall comply with requirements for foundations as noted in Chapter 16, 18 and Appendix G – Flood proof Construction of the current California Building Code and requires a building permit from the City. Temporary housing supported on wheels shall be fastened to the ground.
10. The temporary housing structures shall be occupied only by the property owner(s) or tenant(s) living on the property at the date of the natural disaster, or their families. Should this requirement be violated, the temporary housing structures must be immediately removed, the property will no longer be eligible to place temporary housing on the property for a period of 5 years, and the owner shall be subject to a fine of \$1,000 per day. Liens may also be imposed on the property by the City as a means of compliance.

INDEMNIFICATION

The property owners, applicants and their successors in interest, agree that they shall indemnify and defend the City of Malibu and its officers, employees and agents from and against all liability and costs relating to the City's actions concerning this project, including (without limitation) any award of litigation expenses in favor of any person or entity who seeks to challenge the validity of any of the City's actions or decisions in connection with this project. The City shall have the sole right to choose its counsel and property owners shall reimburse the City's expenses incurred in its defense of any lawsuit challenging the City's actions concerning this project.

The property owners, applicants and their successors in interest, agree to allow the City to terminate all utilities upon expiration of the period for which the temporary housing structure is permitted to remain on the property.

*Owner (print name): _____

*Signature: _____ Date: _____

*Applicant (print name): _____

*Signature: _____ Date: _____

* This form **MUST BE NOTARIZED** if not witnessed by City of Malibu staff.

*Witnessed by:

*Staff (print name): _____

*Signature: _____ Date: _____