BURBANK CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 16, 2025
5:30 p.m. – Closed Session
6:00 p.m. – Open Session
Council Chamber
275 E. Olive Avenue, Second Floor

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that a Regular City Council Meeting will be held in the Council Chamber – 275 East Olive Avenue, Second Floor, on Tuesday, December 16, 2025, at 5:30 p.m., to discuss matters on the attached agenda.

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

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

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

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

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

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

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

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

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

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

3. eComment will remain open until 4:30 p.m. the day of the meeting.

4. Email the City Council directly citycouncil@burbankca.gov
   Emails received on or before 4:30 p.m. on City Council Meeting Day will be distributed to the City Council in advance of the meeting. Any correspondence received after this time will be distributed the following business day.

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

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

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

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

B. **Closed Session in City Hall First Floor Conference Room**:
   1. Conference with Legal Counsel – Existing Litigation
      a. Pursuant to Govt. Code §54956.9(d)(1)
      b. Name of Case: Anush Kemdjian v. City of Burbank
      c. Case No.: 25NNCV00700
      d. Brief description and nature of case: Trip and fall

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

D. **Moment of Reflection**:

E. **Flag Salute**:

F. **Roll Call**:

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

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

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

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

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

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

1. City Council Minutes – City Clerk's Office

   Recommendation:
   Approve the City Council Minutes of the Joint Meeting of December 9, 2025.

   MOTION: Approved 5-0

   Attachments:
   Council Minutes

2. Adoption of an Ordinance Establishing Title 7, Chapter 3, Article 11 and Amending Section 1002, Title 10, Chapter 1, Article 10 of the Burbank Municipal Code to Allow the Implementation of Wayfinding Kiosks in the Public Right of Way – City Manager's Office

   Recommendation:
   Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 11, WAYFINDING KIOSKS, IN CHAPTER 3, TITLE 7 OF THE BURBANK MUNICIPAL CODE, AMENDING SECTION 1002 SIGNS AND ADVERTISING STRUCTURE REGULATIONS, OF ARTICLE 10, CHAPTER 1, TITLE 10 OF THE BURBANK MUNICIPAL CODE, AND FINDING OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES SECTIONS 15301(C) (CLASS 1), 15303 (CLASS 3), 15304 (CLASS 4), and 15305 (CLASS 5).

   MOTION: Adopted 5-0 (Ordinance No. 25-4,035)

   Attachments:
   SR - Implementation of Wayfinding Kiosks
   Att1 - Ordinance
   Att2 - Notice of Exemption
   Att3 - Environmental Assessment
   Ordinance No. 25-4,035

3. Adoption of an Ordinance Amending Burbank Municipal Code, Title 10, Chapter 1 (Zoning) to Establish a New School –Trade/Vocational Use With Related Regulations, Allow the Use in M-1 (Limited Industrial) and M-2 (General Industrial) Zones, and Clarify its Permissibility in Other Non-Residential Zones – Community Development Department

   Recommendation:
   Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING TITLE 10, CHAPTER 1 (ZONING) OF THE BURBANK MUNICIPAL CODE TO ESTABLISH SCHOOL–TRADE/VOCATIONAL AS A NEW USE ALONG WITH RELATED REGULATIONS, ALLOW THE USE IN M-1 (LIMITED INDUSTRIAL) AND M-2 (GENERAL INDUSTRIAL) ZONES, AND TO CLARIFY THE PERMISSIBILITY OF THE USE IN OTHER NON-RESIDENTIAL ZONES (PROJECT NO. 25-0004932, ZONE TEXT AMENDMENT).

   MOTION: Adopted 5-0 (Ordinance No. 25-4,036)

   Attachments:
   SR - Trade-Vocational School ZTA
   Att1 - Ordinance
   Ordinance No. 25-4,036

4. Adoption of an Ordinance Establishing Article 10 Use of Gas-Powered Leaf Blowers Prohibited in Chapter 1 Health, Title 4 Health and Sanitation of the Burbank Municipal Code and Amending Section 214 Restrictions on Leaf Blower Operation in Chapter 3, Title 9 of the Burbank Municipal Code – Community Development Department

   Recommendation:
   Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 10 USE OF GAS-POWERED LEAF BLOWERS PROHIBITED IN CHAPTER 1 HEALTH, TITLE 4 HEALTH AND SANITATION OF THE BURBANK MUNICIPAL CODE AND AMENDING SECTION 214 RESTRICTIONS ON LEAF BLOWER OPERATION IN CHAPTER 3, TITLE 9 OF THE BURBANK MUNICIPAL CODE.

   MOTION: Adopted 5-0 (Ordinance No. 25-4,037)

   Attachments:
   SR - Gas-Powered Leaf Blowers Ban
   Att1 - Ordinance
   Ordinance No. 25-4,037

5. Adoption of a Resolution Making Findings Regarding the Continuing Need for Unexpended Balances of Development Impact Fees and Review of Development Impact Fee Funds as of June 30, 2025 – Community Development Department

   Recommendation:
   1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK MAKING FINDINGS REGARDING THE CONTINUING NEED FOR UNEXPENDED BALANCES OF IMPACT FEES AS OF JUNE 30, 2025; and
   2. Note and file Review of Development Impact Fee Funds as of June 30, 2025.

   MOTION: Adopted and Noted and Filed 5-0 (Resolution No. 25-29,674)

   Attachments:
   SR - Review of Development Impact Fees
   Att1 - Resolution
   Att2 - DIF Program Annual Report

Resolution No. 25-29,674

6. Approval of a First Amendment to the Fiscal Year 2024-25 Professional Services Agreement with Return-To-Work Partners to Provide Consulting and Case Management Support for Compliance with the Fair Employment and Housing Act and the Americans with Disabilities Act – Management Services Department

   Recommendation:
   Approve a First Amendment to the Professional Services Agreement with Return-To-Work Partners to provide consulting and case management support for compliance with the Fair Employment and Housing Act and the Americans with Disabilities Act.

   MOTION: Approved 5-0

   Attachments:
   SR - Agreement with RTW
   Att1 - 1st Amendment to PSA
   Att2 - PSA with RTW

7. Adoption of a Resolution Authorizing the Execution of a Lease Agreement with Home Again Los Angeles to A Homeless Access Center Located at 2244 N. Buena Vista and Approval to Amend Fiscal Year 2025-26 Budget to Appropriate Funds, and Authorize the Acceptance of Future Funds Under the Lease Agreement – Community Development Department

   Recommendation:
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A LEASE WITH HOME AGAIN LOS ANGELES FOR BURBANK'S HOME AGAIN LOS ANGELES (HALA) ACCESS CENTER LOCATED AT 2244 N. BUENA VISTA AND APPROVAL TO AMEND FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE FUNDS, AND AUTHORIZE THE ACCEPTANCE OF FUTURE FUNDS UNDER THE LEASE AGREEMENT.

   MOTION: Adopted 5-0 (Resolution No. 25-29,675)

   Attachments:
   SR - HALA Lease Agreement
   Att1 - Resolution
   Att2 - Lease Agreement
   Att3 - HALA Proof of Funds
   Resolution No. 25-29,675

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

1. Appointment to Fill One Vacancy on Heritage Commission for an Unexpired Term – City Clerk's Office

   Recommendation:
   Appoint one member to the Heritage Commission to fill an unexpired term ending July 31, 2026.

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

   Council Action: Appointed Corey Mensing by consensus

   Attachments:

SR - Heritage Commission Vacancy
Att1 - Applications and Resumes
Att2 - BMC Section 2-1-420

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

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

1. Council Member Anthony's request for a first step report on the feasibility of commencing litigation to stop any acquisition of Warner Bros. Studios, on the basis of, but not limited to, anti-trust violations.

   MOTION: Requested letters to State representatives 5-0

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

Q. **Adjournment**: To Tuesday, January 13, 2026, for a Regular Meeting in the Council Chamber – 275 East Olive Avenue, Second Floor.

CITY OF BURBANK
CITY COUNCIL MINUTES
JOINT MEETING WITH THE HOUSING AUTHORITY
TUESDAY, DECEMBER 9, 2025

Call to Order:

A Closed Session Meeting of the City Council of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 4:02 p.m. by Vice Mayor Takahashi.

Present: Council Member(s) Anthony, Mullins, Rizzotti, Vice Mayor Takahashi, and Mayor Perez
Absent: None
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Mayor Perez arrived at 4:04 p.m.

Closed Session and Study Session Public Comment:

There being no response to the Mayor's invitation for Public Comment on Closed Session and Study Session matters, the City Council recessed at this time to the City Hall First Floor Conference Room to hold a Closed Session on the following:

1. Conference with Legal Counsel – Anticipated Litigation
   a. Significant exposure to litigation pursuant to Govt. Code §§ 54956.9(d)(2),(e)(2) City as Potential Defendant
   b. Number of potential case(s): 1; Dalar Khachaturyans-Aghani (Claimant) Personal Injury - Auto Accident

2. Conference with Legal Counsel – Existing Litigation
   a. Pursuant to Govt. Code §54956.9(d)(1)
   b. Case Name Unspecified: Unspecified employment matter, the disclosure of which would jeopardize existing settlement negotiations.

3. Conference with Real Property Negotiator
   a. Pursuant to Govt. Code §54956.8
   b. Property: 110 W. Olive, Burbank, CA 91502 APNs: 2451-007-014, 2451-007-020, 2451-007-026
   c. Parties Whom Agency or City is Negotiating with: BCH Enterprises, 110 LLC, a California Limited Liability, 110 W. Olive, Burbank, CA; Brett Warner, Lee & Associates - 15250 Ventura Blvd., Suite 100, Sherman Oaks, CA
   d. City Negotiator: Simone McFarland, Assistant Community Development Director - Business & Economic Development
   e. Terms Under Negotiation: Potential real estate purchase.

The meeting reconvened in Study Session at 5:13 p.m. with all Council Members present.

Study Session:

1. Update on Wayfinding Kiosk Pilot Program

   Courtney Padgett, Assistant City Manager, presented the PowerPoint presentation and responded to Council inquiries. Riad Sleiman, Chief Assistant General Manager - Burbank Water and Power; Clay Collett, IKE Smart City; and Aaron Green, Afriat Consulting Group, also responded to City Council inquiries. Ray Johal, Senior Assistant City Attorney, was also available for Council inquiries.

The City Council Meeting recessed at 5:49 p.m. and reconvened at 6:06 p.m.

Call to Order:

A Joint Meeting of the City Council and the Housing Authority of the City of Burbank was held in the Council Chamber, 275 East Olive Avenue, on the above date. The meeting was called to order at 6:06 p.m. by Mayor Perez.

Moment of Reflection:

Mayor Perez held a Moment of Reflection to begin the meeting with positive and collective support for our beloved community.

Flag Salute:

The Pledge of Allegiance was led by Mayor Perez.

Roll Call:

Present: Council Member(s) Anthony, Mullins, Rizzotti, Vice Mayor Takahashi, and Mayor Perez
Absent: None
Also Present: City Manager Hess, City Attorney McDougall, and City Clerk Clark

Mayor Perez indicated there would be four (4) periods of Public Comment at this evening's meeting and those who wish to participate in the General Public Comment and Public Hearing Public Comment periods may call in at (818) 238-3335. The Reports to Council Public Comment period will only be taken in person.

Memorial Adjournment

Mayor Perez announced that tonight Council will adjourn in memory of Sal Moreno, longtime community activist and World War II veteran.

Announcements:

Mayor Perez displayed a PowerPoint presentation announcing the following: (1) New Central Library and Public Plaza Project Workshop; (2) Spark of Love Toy Drive; (3) Burbank Passport Services; (4) YMCA Food Distribution; and (5) Burbank Temporary Aid Center Additional Day of Service.

Council Presentations/Recognitions:

1. Presentation of a Certificate of Recognition to the Magnolia Park Merchants Association for Their Outstanding Contribution to Holiday in the Park
   Mayor Perez presented a Certificate of Recognition to the Magnolia Park Merchants Association for their outstanding contribution to Holiday in the Park and introduced Ross Benson and Jeff Ferguson, Magnolia Park Merchants Association Board, who made remarks.

City Manager Report:

City Manager Hess introduced Rafael Quintero, Burbank Chief, who provided an update on the Flock camera system.

Reporting on Closed Session:

City Attorney McDougall reported that the City Council met in Closed Session regarding the agendized Closed Session items and City Council took no reportable action.

Joint General Public Comment:

Appearing to comment were: Sunshine McWane, Ron Bax, Armand Matevosian, Mike Stage, John Van Nest, Caroline Solberg, Kit, Ashley Ramsey, David Donahue, Jean Kang, Terri Freedman, Meghan B., Dan K., Jo Pimienta, and Jomo.

Calling in to comment were: Katie Hood, Sadako Leong Suzuki, and Kyle Anderson.

Council, City Manager, and/or City Attorney Comment:

Council Members and Staff responded to Public Comment.

Consent Calendar:

It was moved by Council Member Mullins, seconded by Mayor Perez, to approve the Consent Calendar. The motion carried 5-0 with the following roll call vote: AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez. NOES: None.

1. City Council Minutes

   Approve the City Council Minutes of the Special Meeting of November 6, 2025; the Regular Meeting of November 25, 2025; and the Dark Meeting of December 2, 2025.

2. Housing Authority Minutes

   Approve the Housing Authority Minutes of the Joint Meeting of September 30, 2025.

3. Adoption of a Resolution Amending the Fiscal Year 2025-26 Adopted Budget to Accept and Appropriate $83,663 in Funding for the Administration of the Foster Youth to Independence Initiative (with Housing Authority)

   RESOLUTION NO. H-25-275
   Adopt A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF

BURBANK AMENDING THE FISCAL YEAR (FY) 2025-26 ADOPTED BUDGET TO ACCEPT AND APPROPRIATE $83,663 IN FUNDING FOR THE ADMINISTRATION OF THE FOSTER YOUTH TO INDEPENDENCE INITIATIVE.

4. Approval of the Housing Successor Annual Report for Fiscal Year 2024-2025 (with Housing Authority)

   Approve the Fiscal Year (FY) 2024-2025 Housing Successor Annual Report.

5. Approval of an Amendment to the 2009 Promissory Note with the Burbank Housing Corporation for the Keeler Elliott Habitat Project: 1902 Keeler Street, Burbank, California (with Housing Authority)

   Approve an amendment to the terms of a 2009 Promissory Note with the Burbank Housing Corporation for the Keeler Elliott Habitat Project, located at 1902 Keeler Street, Burbank, California, and determine the project to be exempt under the California Environmental Quality Act (CEQA).

6. Adoption of a Resolution Approving and Authorizing the General Manager of Burbank Water and Power to Enter into Electrical Services Agreements with Residential, Commercial, and Industrial Customers to Assist with Service Requirements, System Upgrades, Cost Reimbursement, and Other Conditions Related to the Provision of Electric Service

   RESOLUTION NO. 25,29,673
   Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK TO AUTHORIZE THE GENERAL MANAGER OF BURBANK WATER AND POWER TO ENTER INTO ELECTRICAL SERVICES AGREEMENTS WITH CUSTOMERS.

Public Hearing:

1. Introduction of an Ordinance Amending the Burbank Municipal Code, Title 10, Chapter 1 (Zoning) to Establish School-Trade/Vocational as a New Use Along With Related Regulations, Allow the Use in M-1 (Limited Industrial) and M-2 (General Industrial) Zones, and Clarify the Permissibility of the Use in Other Non-Residential Zones

   The Public Hearing was opened at 7:52 p.m. There were no Conflict-of-Interest disclosures. Assistant City Clerk Thai affirmed receipt of Proof of Publication; confirmed that there was a complete file of exhibits, correspondence including emails and other documents, and that no written correspondence was received.

   Mayor Perez left the dais at 7:54 p.m.

   Vanessa Quiroz, Senior Planner, presented the report and responded to City Council inquiries. Scott Plambaeck, Planning Manager, and Fred Ramirez, Assistant Community Development Director - Transportation & Planning, also

responded to City Council inquiries.

Public Hearing Public Comment:
Appearing to comment was: Levon Isounts.

Calling in to comment was: None.

Mayor Perez returned to the dais at 8:09 p.m.

The Public Hearing was closed at 8:18 p.m.

Council Action:
It was moved by Council Member Rizzotti, seconded by Council Member Anthony, to:

Introduce AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING TITLE 10, CHAPTER 1 (ZONING) OF THE BURBANK MUNICIPAL CODE TO ESTABLISH SCHOOL-TRADE/VOCATIONAL AS A NEW USE ALONG WITH RELATED REGULATIONS, ALLOW THE USE IN M-1 (LIMITED INDUSTRIAL) AND M-2 (GENERAL INDUSTRIAL) ZONES, AND CLARIFY THE PERMISSIBILITY OF THE USE IN OTHER NON-RESIDENTIAL ZONES. (PROJECT NO. 25-0004932, ZONE TEXT AMENDMENT).

The motion carried 5-0 with the following roll call vote: AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez. NOES: None.

Reports to Council:

1. Introduction of an Ordinance Establishing Article 10 Use of Gas-Powered Leaf Blowers Prohibited in Chapter 1 Health, Title 4 Health and Sanitation of the Burbank Municipal Code and Amending Section 214 Restrictions on Leaf Blower Operation in Chapter 3, Title 9 of the Burbank Municipal Code

   Katie Picha, Administrative Officer - Community Development Department, presented the report and responded to City Council inquiries. Michael Del Campo, Assistant Parks and Recreation Director, also responded to City Council inquiries. Juan Carlos Murillo, Senior Code Compliance Inspector, was also available for City Council inquiries.

   Public Comment:
   Appearing to comment was: None.

   Council Action:
   It was moved by Vice Mayor Takahashi, seconded by Mayor Perez, to:

   Introduce AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 10 USE OF GAS-POWERED LEAF BLOWERS PROHIBITED IN CHAPTER 1 HEALTH, TITLE 4 HEALTH AND SANITATION OF THE BURBANK MUNICIPAL CODE AND AMENDING SECTION 214

RESTRICTIONS ON LEAF BLOWER OPERATION IN CHAPTER 3, TITLE 9 OF THE BURBANK MUNICIPAL CODE.

The motion carried 5-0 with the following roll call vote: AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez. NOES: None.

2. Introduction of an Ordinance Establishing Title 7, Chapter 3, Article 11 and Amending Section 1002, Title 10, Chapter 1, Article 10 of the Burbank Municipal Code to Allow the Implementation of Wayfinding Kiosks in the Public Right of Way

   Courtney Padgett, Assistant City Manager, presented the PowerPoint presentation and responded to City Council inquiries. Ray Johal, Senior Assistant City Attorney; Joseph McDougall, City Attorney; Aaron Green, Afriat Consulting Group; and Clay Collett, IKE Smart City, also responded to City Council inquiries.

   Public Comment:
   Appearing to comment was: None.

   Council Action:
   It was moved by Council Member Mullins, seconded by Council Member Anthony, as amended, to:

   Introduce AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 11, WAYFINDING KIOSKS, IN CHAPTER 3, TITLE 7 OF THE BURBANK MUNICIPAL CODE, AMENDING SECTION 1002 SIGNS AND ADVERTISING STRUCTURE REGULATIONS, OF ARTICLE 10, CHAPTER 1, TITLE 10 OF THE BURBANK MUNICIPAL CODE, AND FINDING OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES SECTIONS 15301(C) (CLASS 1), 15303 (CLASS 3), 15304 (CLASS 4), and 15305 (CLASS 5).

   The motion carried 5-0 with the following roll call vote: AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez. NOES: None.

Council Comments:
Council Members reported out on Council committee assignments and attendance at conferences, regional meetings, and community events.

Introduction of Additional Agenda Items:
Council Member Anthony requested a first step report on the feasibility of commencing litigation to stop any acquisition of Warner Bros. Studios, on the basis of, but not limited to, anti-trust violations.

Adjournment:
There being no further business to come before the City Council, the meeting was adjourned at 9:26 p.m. in memory of Sal Moreno, longtime community activist and World War II veteran, to Monday, December 15, 2025, for a City Council Reorganization Meeting at 10:00 a.m. in the Council Chamber - 275 East Olive Avenue, Second Floor.

_____	_____
Kimberley Clark	Nikki Perez
City Clerk	Mayor

APPROVED DATE:

STAFF REPORT

CITY MANAGER'S OFFICE

DATE: December 16, 2025

TO: Justin Hess, City Manager

FROM: Courtney Padgett, Assistant City Manager
Ray Johal, Senior Assistant City Attorney

SUBJECT: Adoption of an Ordinance Establishing Title 7, Chapter 3, Article 11 and Amending Section 1002, Title 10, Chapter 1, Article 10 of the Burbank Municipal Code to Allow the Implementation of Wayfinding Kiosks in the Public Right of Way

RECOMMENDATION

Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 11, WAYFINDING KIOSKS, IN CHAPTER 3, TITLE 7 OF THE BURBANK MUNICIPAL CODE, AMENDING SECTION 1002 SIGNS AND ADVERTISING STRUCTURE REGULATIONS, OF ARTICLE 10, CHAPTER 1, TITLE 10 OF THE BURBANK MUNICIPAL CODE, AND FINDING OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES SECTIONS 15301(C) (CLASS 1), 15303 (CLASS 3), 15304 (CLASS 4), and 15305 (CLASS 5).

SUMMARY

The above-entitled Ordinance was introduced at a City Council Joint Meeting on December 9, 2025. Council Members Anthony, Mullins, Rizzotti, Vice Mayor Takahashi, and Mayor Perez were present.

During Council's deliberation of the first reading of the ordinance, Council requested a modification to the definition of "Wayfinding Kiosk" to remove the word "kiosk" from the definition, replacing it with the word "device".

Vote at Introduction:

AYES: Anthony, Mullins, Rizzotti, Takahashi, and Perez.

NOES: None.
ABSENT: None.

This Ordinance (Attachment 1) is now presented for adoption.

Proposed Change
To address Council's request, staff has amended the proposed Ordinance as stated below.

BMC Section 7-3-1101 (Definitions) of the proposed Ordinance has been amended to read as follows (addition is noted in red and deletion is noted in strikethrough):

> WAYFINDING KIOSK or KIOSK: An interactive digital ~~kiosk~~ device installed in the public right of way with dimensions not to exceed nine (9) feet in vertical height, three and one-half (3 ½) feet in horizontal length, nor a width larger than 13 inches, with no more than 13 square feet in digital screen display per display face, to be used by pedestrians and/or transit riders, having a primary purpose of providing wayfinding services, public information and other messaging selected by the City, and which may include commercial advertising.

ENVIRONMENTAL REVIEW

The Ordinance establishes new regulations that allow for the implementation of wayfinding kiosks within the public right-of-way pursuant to an operating agreement with the City has been determined by City staff to be a project under the California Environmental Quality Act (CEQA) Guidelines. Further, staff has determined the project to be categorically exempt pursuant to the CEQA Guidelines (California Code of Regulations Title 14) Sections 15301(c): Class 1, 15303: Class 3, 15304: Class 4, and 15305: (Class 5). Staff worked with its environmental consultant (Dudek) to identify all CEQA categorical exemptions applicable to the project, which are detailed in the Notice of Exemption (Attachment 2) and accompany consultant memorandum (Attachment 3).

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the proposed Ordinance. All costs associated with the future installation, operation, and maintenance of kiosks will be the responsibility of the kiosk owner in accordance with a future approved agreement with the City.

ATTACHMENT

Attachment 1 – Ordinance
Attachment 2 – Notice of Exemption
Attachment 3 – Environmental Assessment

Eff.: ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 11, WAYFINDING KIOSKS, IN CHAPTER 3, TITLE 7 OF THE BURBANK MUNICIPAL CODE, AMENDING SECTION 1002 SIGNS AND ADVERTISING STRUCTURE REGULATIONS, OF ARTICLE 10, CHAPTER 1, TITLE 10 OF THE BURBANK MUNICIPAL CODE, AND FINDING OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES SECTIONS 15301(C) (CLASS 1), 15303 (CLASS 3), 15304 (CLASS 4), and 15305 (CLASS 5)

City Attorney's Synopsis:

This Ordinance allows for the implementation of wayfinding kiosks in the public right of way, pursuant to an operating agreement with the City. Wayfinding kiosks will benefit the public health, safety, and general welfare by providing community alerts, event information, location services, and many other important on-demand interactive applications for use by the public.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. Wayfinding kiosks will contain real time updates on City related news, events, alerts, and access to public services, thus providing a benefit to the public health, safety, and general welfare of the community.

B. Wayfinding kiosks will provide public information about emergency alerts, local businesses, transit, weather, maps, locations for hotels, restaurants, local amenities and landmarks, community resources (including housing and homelessness services), city services, community events, public meetings, civic programs, and the City's 311 application to report issues or concerns.

C. Wayfinding kiosks will be subject to an operating agreement with the City including revenue sharing from commercial advertising.

D. This Ordinance, including any administrative amendments to Title 10 contained herein, would allow for the implementation of Wayfinding Kiosks in the public right of way, pursuant to an operating agreement with the City, and is therefore deemed a project under the California Environmental Quality Act (CEQA) Guidelines. This project has been analyzed and determined to be categorically exempt pursuant to CEQA Guidelines (California Code of Regulations Title 14) under the following sections:

1. Section 15301(c) (Class 1): the project consists of minor improvements occurring within existing streets;

2. Section 15303 (Class 3): the nature of the project, which consists of construction of small new equipment and facilities in small structures, includes street improvements;

3. Section 15304 (Class 4): the project consists of minor public alterations that do not involve the removal of healthy, mature, scenic trees, including but not limited to minor trenching and backfilling where the surface is restored; and

4. Section 15305 (Class 5): the project would allow for minor alterations to land use limitations in an area with an average slope of less than 20% and the issuance of encroachment permits and would not result in any changes in land use or density.

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

1. The City Council of the City of Burbank hereby declares that the above findings are true and correct and are hereby incorporated by reference.

2. Title 7, Chapter 3, Article 11, of the Burbank Municipal Code is ("BMC") hereby established to read as follows:

"ARTICLE 11. WAYFINDING KIOSKS

7-3-1101: DEFINITIONS

As used in this article, unless the context otherwise clearly indicates, the following words and terms shall mean:

CITY: City of Burbank, or any employee, officer, agent, or representative authorized by the City Council, City Charter, resolution, or ordinance, to act on behalf of the City of Burbank.

PUBLIC RIGHT OF WAY: The improved or unimproved surface of and the space above and below a City easement for a public utility purpose, street, sidewalk, or similar public way of any nature, dedicated, or improved for vehicular, bicycle, and/or pedestrian-related purpose, maintained and operated by the City, used now or hereafter held by City, however required.

WAYFINDING KIOSK or KIOSK: An interactive digital device installed in the public right of way with dimensions not to exceed nine (9) feet in vertical height, three and one-half (3 ½) feet in horizontal length, nor a width larger than 13 inches, with no more than 13 square feet in digital screen display per display face, to be used by pedestrians and/or transit riders, having a primary purpose of providing wayfinding services, public information and other messaging selected by the City, and which may include commercial advertising.

7-3-1102: **WAYFINDING KIOSKS:**

A. Temporary or permanent Wayfinding Kiosks, intended for a public purpose or benefit, shall be allowed in the public right of way, pursuant to an approved operating agreement with the City and subject to the following objective criteria:

1. Sound. Wayfinding Kiosk shall not emit sound, except for two-way speaker capabilities that allow a user to have on-demand audio connection to emergency services with not more than a 70-decibel output. The maximum decibel output may be reduced pursuant to the terms of the written operating agreement with the City.

2. Refresh Rate. A Wayfinding Kiosk shall be subject to a non-controlled refresh rate of no more frequently than ten (10) seconds or six (6) times per minute.

3. Lighting. A Wayfinding Kiosk shall be internally illuminated. Each Kiosk operating system shall contain an automatic dimmer control that utilizes a Global Positioning System ("GPS") to determine sunrise and sunset times and reduce illumination for the time period between one half-hour (½) before sunset and one-half hour (½) after sunrise, and may further contain a light sensing device, placed in a manner to prevent influence by artificial lighting, to adjust brightness as ambient light conditions change, in order to insure that the display meets the following brightness standards:

(a) The maximum brightness shall be 0.3 foot-candles above the ambient light measured two hundred fifty (250) feet perpendicular from the face of the display, unless a residential property is located within two hundred (200) feet of any portion of a Kiosk, in which case the Kiosk operator must reduce light intensity on, or shade or shield the display, or direct the lighting from such Kiosk away from such residential property such that the lighting from the Kiosk shall not result in a light intensity greater than three-tenths of one (0.3) foot-candle above ambient lighting, as measured at the property line of any residential property within two hundred (200) feet of the Wayfinding Kiosk.

(b) No Wayfinding Kiosk shall display light of such intensity that it interferes with the effectiveness of an official traffic sign, signal or device.

(c) Each Wayfinding Kiosk shall automatically shut off between the hours of 12:00 a.m. and 6:00 a.m. unless it is equipped with an automatic dimming control that meets the requirements of this section.

(d) At the time of submitting a Wayfinding Kiosk encroachment permit application, the owner applying for the permit sign shall submit a certification that this standard has been satisfied.

B. In addition to entering into an approved operating agreement with the City, an owner of a Wayfinding Kiosk pursuant to section (A) shall, at its own cost, apply for and obtain all required permits, including an encroachment permit, and comply with all regulations set forth in Title 7, Chapter 3, Article 7 of the Burbank Municipal Code, prior to installation.

C. Enforcement. Whenever a Wayfinding Kiosk is found to be unsafe or maintained in violation of any provision of this Article, the Public Works Director, or their designee may issue a notice to the owner that such Wayfinding Kiosk be changed, repaired, reconstructed, demolished or removed, as may be necessary to make effective compliance with the provisions of this Article. Any work required to be done shall be completed within ten (10) days of the date of said notice. Unless otherwise granted a written extension by the Public Works Director, or their designee, failure, neglect, or refusal to comply with such notice shall be grounds for the revocation of any permit granted under this Article, administrative citation pursuant to this code, default under the operating agreement, or any other action available under local, state, or federal law.

3. Title 7, Chapter 3, Article 7, Section 704, of the Burbank Municipal Code is hereby amended and restated to read as follows (additions are marked in red and underline):

"**7-3-704: ENCROACHMENT PERMIT FEE:**
The Public Works Director shall collect a fee as specified in the Burbank Fee Resolution, as amended by the Council from time to time, for handling and recording the application and shall issue an encroachment permit. Applications and permits for canopies, fences, and railing required by Section 9-1.4406 of the Building Code, and applications and permits for Wayfinding Kiosks required by Section 7-3-1102(B) of this Code need not be recorded. However, all other applications and permits shall be referred to the City Clerk for recording in the office of the County Recorder. The City Clerk shall keep a permanent file of all permits recorded. Each permit shall be construed as authorizing merely the temporary privilege to encroach to the extent permitted and subject to the conditions therein stated. No permit shall be deemed to transfer any right, title or interest of the City. The City may cancel a permit at any time and thereby terminate encroachment privileges. Permits for canopies, fences, and railings required by Section 9-1.4406 of the Uniform Building Code shall automatically expire when the construction permit expires or is canceled."

4. Title 10, Chapter 1, Article 10, Section 1002, of the Burbank Municipal Code is hereby amended and restated to read as follows (additions are marked in red and underline):

"**10-1-1002: APPLICABILITY AND EXEMPTIONS**

A. APPLICABILITY.

The provisions of this Article apply to all signs except advertising signs as defined in Section 10-1-203. Advertising signs and structures are prohibited uses in all zones per Burbank Municipal Code Section 10-1-502. These provisions do not apply to Wayfinding Kiosks in the Public Right of Way as described in Title 7.

B. EXEMPTIONS.

The following signs are exempt from the provisions of this Article:

1. Signs used exclusively for the posting or display of official notices by a public agency or official, or by a person or entity giving legal notice.

2. Directional, warning or informational signs authorized by federal, state, or municipal authority or public utility.

3. Signs located on the interior of a building and intended to be viewed solely by the persons inside the building.

4. Signs that are not visible from the public right-of-way, a private street that is open to the public, or properties other than the one on which the sign is located.

5. Holiday decorations, not to exceed a total of six (6) weeks of display during any calendar year.

C. SIGN VARIANCE.

A Variance from the provisions of Sections 10-1-1004 through 10-1-1014 of this Article 10 may be granted by the Planning Commission pursuant to Section 10-1-1918."

5. This Ordinance and any amendments to Title 10 contained herein, is considered exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 Exemption), because this Ordinance would allow for minor improvements occurring within existing streets, CEQA Guidelines Section 15303 (Class 3 Exemption), because this Ordinance would allow for construction of small new equipment and facilities which includes street improvements, CEQA Guidelines Section 15304 (Class 4 Exemption), because this Ordinance would allow for minor public alterations that do not involve the removal of healthy, mature, scenic trees, including but not limited to minor trenching and backfilling where the surface is restored, and CEQA Guidelines Section 15305 (Class 5 Exemption), because this Ordinance would allow for minor alterations to land use limitations in an area with an average slope of less than 20% and the issuance of encroachment permits and would not result in any changes in land use or density.

6. If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The Burbank City Council declares that it would have adopted this Ordinance, each and every section, and each and every subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the Ordinance would subsequently be declared invalid or unconstitutional."

7. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

8. The City Manager or their designee is authorized to execute any action necessary to codify these amendments into the BMC.

9. The City Clerk will certify to the passage of this Ordinance and cause the City Attorney's Synopsis of this Ordinance to be published once in a newspaper of general circulation within 14 days of adoption, that is published and circulated in the City of Burbank, California.

PASSED AND ADOPTED this _____ day of _____ , 2025.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. _____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following the ordinance's adoption on _____.

_____
Kimberley Clark, City Clerk

Print Form

ATTACHMENT 2

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 E. Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Burbank
Community Development Department.
150 North Third Street Burbank, CA 91502
(Address)

Project Title: Wayfinding Kiosk Ordinance

Project Applicant: City of Burbank

Project Location - Specific:
City of Burbank

Project Location - City: Burbank Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
The proposed project includes an Ordinance and Zone Text Amendment resulting in the establishment of Article 11, "Wayfinding Kiosks", in Chapter 3, Title 7, of the Burbank Municipal Code, and amending Section 1002, "Signs and Advertising Structure Regulations", of Article 1, Chapter 1, Title 10 of the Burbank Municipal Code.

Name of Public Agency Approving Project: City of Burbank

Name of Person or Agency Carrying Out Project: City of Burbank

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301, 15303, 15304, 15305
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
See Attachment A: Memorandum regarding Wayfinding [Kiosk] Ordinance--Substantial Evidence for CEQA Categorical Exemptions

Lead Agency Contact Person: Federico Ramirez Area Code/Telephone/Extension: 818-238-5250

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

DUDEK
MAIN OFFICE
687 S. COAST HIGHWAY 101, SUITE 110
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 F 760.632.0164

MEMORANDUM

To:	Mr. Federico 'Fred' Ramirez, City Planner/Asst Community Development Director
From:	Carey Fernandez, AICP
Subject:	Wayfinding Ordinance – Substantial Evidence for CEQA Categorical Exemptions
Date:	11/19/2025

To Mr. Ramirez,

Dudek has evaluated the Wayfinding Ordinance (proposed project) in the City of Burbank. The proposed project includes the establishment of Article 11, "Wayfinding Kiosks", in Chapter 3, Title 7, of the Burbank Municipal Code, and amending Section 1002, "Signs and Advertising Structure Regulations", of Article 1, Chapter 1, Title 10 of the Burbank Municipal Code. The proposed project would allow for the implementation of wayfinding kiosks in the public right of way, pursuant to an operating agreement with the City. Based on our review of the proposed project, we have determined and confirmed that the project meets the criteria for the categorical exemption under the California Environmental Quality Act (CEQA) Guidelines (California Code of Regulations Title 14) Sections 15301(c) (Class 1), 15303 (Class 3) and 15304 (Class 4), and 15305 (Class 5) as described herein. Due to the proposed project consisting of minor improvements occurring within existing streets, sidewalks and pathways, a Class 1 Categorical Exemption has been proposed. Additionally, a Class 3 Categorical Exemption is applied due to the nature of the project, which consists of construction of small new equipment and facilities in small structures, as further defined to include street improvements. Further, Class 4, consisting of minor public alterations that do not involve the removal of healthy, mature, scenic trees, including but not limited to minor trenching and backfilling where the surface is restored, is appropriate for this proposed project. Finally, Class 5 consists of minor alterations to land use limitations in an area with an average slope of less than 20% and the issuance of encroachment permits, which do not result in any changes in land use or density, is applied. We have included below substantial evidence to justify this conclusion. The ***italicized and bold*** provisions below are those which the proposed project falls within:

CATEGORICAL EXEMPTIONS AND EXCEPTIONS

Article 19 of the CEQA Guidelines includes a list of classes of projects, which have been determined not to have a significant effect on the environment, and which shall, therefore, be exempt from the provisions of CEQA. Such projects are categorically exempt from the requirement for the preparation of environmental documents.

Pursuant to CEQA Guidelines Section 15300.2, to qualify for Section 15301, 15303, 15304, or 15305 categorical exemptions, projects must ensure they do not take the following exceptions:

- Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where

the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

- Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

- Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

- Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

- Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

- Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1 EXEMPTION: EXISTING FACILITIES

Projects within the Class 1 exemption consist of the operation, repair, maintenance, permitting, leasing, licensing, or ***minor alteration of existing public or private structures,*** facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Application of this exemption, as all categorical exemptions, is limited by the exceptions described above.

Class 1 exemptions are appropriate for projects that meet the following conditions:

- Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;
- Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services;
- ***Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety) and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes.***

- Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood;
- Additions to existing structures provided that the addition will not result in an increase of more than;
    - 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or
    - 10,000 s.f. if;
        - The Project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and
        - The area in which the project is located is not environmentally sensitive.
- ***Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices;***
- New copy on existing on and off-premise signs;
- Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of pesticides).
- Maintenance of fish screens, fish ladders, wildlife habitat areas, artificial wildlife waterway devices, streamflows, springs and waterholes, and stream channels (clearing of debris) to protect fish and wildlife resources;
- Fish stocking by the California Department of Fish and Game;
- Division of existing multiple family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt;
- Demolition and removal of individual small structures listed in this subdivision:
    - One single-family residence. In urbanized areas, up to three single-family residences may be demolished under this exemption.
    - A duplex or similar multifamily residential structure. In urbanized areas, this exemption applies to duplexes and similar structures where not more than six dwelling units will be demolished.
    - A store, motel, office, restaurant, or similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, this exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use.
    - Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.
- Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources
- Conversion of a single-family residence to office use.
- Installation, in an existing facility occupied by a medical waste generator, or a steam sterilization unit for the treatment of medical waste generated by the facility provided that the unit is installed and operated in accordance with the Medical Waste Management Act
- Use of a single-family residence as small family day care home.

The Class 1 exemption applies because the proposed project would facilitate minor improvements and other alterations to existing streets and sidewalks that do not create additional automobile lanes, and devices to be used in conjunction with existing structures and facilities (specifically, existing streets and sidewalks) for purposes of protecting pedestrian health and safety by providing public benefit information, and providing navigational and wayfinding assistance that includes but is not limited to restaurant and retail locations in the immediate vicinity of the equipment, public information (e.g., 911 and 311 public information), available public transit options that would all be available for public viewing by allowing the installation of wayfinding kiosks in the public right of way, none of which involves more than a negligible expansion in use of existing streets and sidewalks. Therefore, substantial evidence supports the conclusion that the Class 1 exemption applies to the proposed project.

CLASS 3 EXEMPTION: NEW CONSTRUCTION OR CONVERSATION OF SMALL STRUCTURES

Class 3 consists of construction and location of ***limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures***; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of the exemption include, but are not limited to:

- One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.
- A duplex or similar multi-family residential structure, totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes and similar structures designed for not more than six dwelling units.
- A store, motel, office, restaurant or ***similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area***. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.
- ***Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to service such construction.***
- ***Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.***
- An accessory steam sterilization unit for the treatment of medical waste at a facility occupied by a medical waste generator, provided that the unit is installed and operated in accordance with the Waste Management Act.

The Class 3 categorical exemption applies because the proposed project would facilitate limited numbers of new, small facilities or structures (i.e., wayfinding kiosks) including street improvements and utility equipment and extensions of reasonable length to serve such construction. The number and location of wayfinding kiosks facilitated by the proposed project would be limited pursuant to a city-approved operating agreement related to the proposed project. It is well recognized that the Class 3 exemption applies to the installation of small new equipment on numerous existing small structures in scattered locations, which the proposed wayfinding kiosks in the public right of way would meet this designation. Therefore, substantial evidence supports the conclusion that the proposed project is within the Class 3 exemption.

CLASS 4 EXEMPTION: MINOR ALTERATIONS TO LAND

Class 4 exemptions consist of ***minor public or private alterations in the condition of land***, water, and/or vegetation which do not involve removal or healthy, mature, scenic tress except for forestry or agricultural purposes. Examples include but are not limited to:

- Grading on land with a slope less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designed (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist.
- New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire-resistant landscaping.
- Filling of earth into previously excavated land with material compatible with the natural features of the site.
- Minor alterations inland, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of the habitat for fish and wildlife resources or greater fish production.
- Minor temporary use of land having negligible or not permanent effects on the environment, including carnivals, sales of Christmas trees, etc.
- ***Minor trenching and backfilling where the surface is restored;***
- Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal agencies;
- The creation of bicycle lanes on existing rights-of-way.
- Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare or threatened plant or animal species or significant erosion and sedimentation of surface waters.

The Class 4 exemption applies because the proposed project would facilitate minor alterations in the condition of existing land which does not involve removal of trees, specifically the condition of existing streets and sidewalks, and may involve trenching and backfilling in various locations for installation of wayfinding kiosks and supporting utility equipment and line extensions, and in all instances the surface is required to be restored. Therefore, substantial evidence supports the conclusion that the proposed project is within the scope of the Class 4 exemption.

CLASS 5 EXEMPTION: MINOR ALTERATIONS IN LAND USE LIMITATIONS

Class 5 exemptions consists of ***minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use density,*** *including but not limited to:*

- Minor lot line adjustments, side yard, and set back variances not resulting in the creation of any new parcel;
- ***Issuance of minor encroachment permits;***
- Reversion to acreage in accordance with the Subdivision Map Act.

Class 5 exemption applies because the proposed project would facilitate minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use density, including the issuance of minor encroachment permits. This applies because the proposed project would allow temporary or permanent wayfinding kiosks to be located within the public right of way, pursuant to an approved operating agreement with the City and subject to the City's approval of an encroachment permit application(s). Therefore, substantial evidence supports the conclusion that the proposed project is within the scope of the Class 5 exemption.

Categorical Exemption Exception Analysis

The exceptions to Categorical Exemptions pursuant to CEQA Guidelines Section 15300.2 as set forth above do not apply, for the following reasons:

- Location. The proposed project requires an operating agreement with the City, in which the specific locations of the wayfinding kiosks are determined and approved by the City. Therefore, the proposed project does not include site-specific locations, which could have an impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- Cumulative Impact. Cumulative impacts of successive projects of the same type in the same place, over time are not significant. The proposed project requires the applicant to enter into an approved operating agreement with the City, in which the applicant shall at its own cost, apply for and obtain all requirements city permits, including encroachment permits, and comply with all regulations set forth in Title 7, Chapter 3, Article 7 of the Burbank Municipal Code, prior to installation. Therefore, the proposed project does not include site-specific locations of the same type in the same place that may cause potentially significant cumulative impacts.
- Significant Effect. There is no reasonable possibility that the proposed project will have a significant effect on the environment due to unusual circumstances. The proposed project imposes specific limits and standards on lighting and requires that the applicant submit certification that the lighting standard has been satisfied at the time of submitting a wayfinding kiosk building and excavation permit application and any required encroachment permit application. In addition, the proposed project includes standards on sound and requires that wayfinding kiosks do not emit sound, except for two-way speaker capabilities that allow a user to have on-demand audio connection to emergency services with not more than a 70-decibel output, which is consistent with the maximum allowable noise exterior exposure limits identified from transportation sources in proximity to residential and commercial land uses as noted in the Burbank2035 General Plan Noise Element (Table N-3). Further, the maximum decibel output may be reduced pursuant to the terms of the written operating agreement with the City.
- Scenic Highways. There are no state scenic highways within the City of Burbank. Therefore, the project (i.e., the installation of wayfinding kiosks in the city public right of way) would not result in wayfinding kiosks being located on, or adjacent to, a highway officially designated as a state scenic highway. Therefore, the proposed project will not have any impact on a state scenic highway.
- Hazardous Waste Sites. The proposed project requires an operating agreement with the City, in which the locations of the wayfinding kiosks in the public right of way are determined and approved by the City. The proposed project does not include site-specific locations that could be located on a site, which

is included on any list compiled pursuant to Section 65962.5 of the Government Code. Therefore, the proposed project will not have any impact on a hazardous waste site.

- Historical Resources. The proposed project would not cause a substantial adverse change in the significance of a historical resource. The proposed project would be required to comply with Title 10, Chapter 1, Article 9, Division 6, "Historic Preservation Regulations," of the Burbank Municipal Code. These regulations outlined in the Historic Preservation Regulations ordinance ensure the project will not cause a substantial adverse change in the significance of a historical resource.

CONCLUSION

As described above, the proposed project that involves new regulations to facilitate the installation of wayfinding kiosks in the public right of way subject to a city-approved operation agreement is exempt from further environmental review as minor alterations to existing streets and highways that do not create additional automobile lanes or involve more than a negligible increase in use of existing facilities, consisting of the addition of small facilities and potential minor alteration to land within the existing right-of-way during construction, after which the surface will be restored.

Further, the terms of the proposed project dictate that temporary or permanent wayfinding kiosks, intended for a public purpose or benefit, shall be allowed in the public right of way, pursuant to an approved operating agreement with the City and subject to objective criteria including limitations on sound, refresh rate, and lighting. At the time of submitting a wayfinding kiosk building and excavation permit and any required encroachment permit application, the owner applying for these city permits sign shall submit a certification that the standard outlined in the proposed project has been satisfied. In addition to entering into an approved operating agreement with the City, the proposed project dictates that an owner of a wayfinding kiosk pursuant to section (A) shall, at its own cost, apply for and obtain all required city permits, including but not limited to any building, excavation, and encroachment permits, and comply with all regulations set forth in Title 7, Chapter 3, Article 7 of the Burbank Municipal Code, prior to installation. Therefore, upon entering into an agreement with the City, the wayfinding kiosks would not be located where there is a reasonable possibility of a significant effect on the environment such as a designated environmentally sensitive area, state scenic highway or hazardous waste site, or to cause a change in the significance of historical resources.

The proposed project does not fall under any of the exceptions to use of a categorical exemption, as defined in Article 19 of the CEQA Guidelines (and described above). The project is not anticipated to result in any significant direct or cumulative impacts and would not result in damage to scenic resources within a highway officially designated as a state scenic highway. The project site, which encompasses public right of way throughout the city is also not included on any list compiled pursuant to Section 65962.5 of the Government Code (hazardous waste sites). Lastly, the project would not cause a substantial adverse change in the significance of a historical resource.

Substantial evidence in the record as a whole supports these conclusions. As a result, Dudek is recommending that this project utilize the Class 1, 3, 4 and 5 CEQA exemptions. If you have any questions regarding this analysis, please feel free to contact me at 760.479.4299, or cfernandes@dudek.com.

Sincerely,

Carey Fernandes, AICP
Practice Director, CEQA/NEPA

Eff.: 01-16-2026 ORDINANCE NO. 25-4,035

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 11, WAYFINDING KIOSKS, IN CHAPTER 3, TITLE 7 OF THE BURBANK MUNICIPAL CODE, AMENDING SECTION 1002 SIGNS AND ADVERTISING STRUCTURE REGULATIONS, OF ARTICLE 10, CHAPTER 1, TITLE 10 OF THE BURBANK MUNICIPAL CODE, AND FINDING OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES SECTIONS 15301(C) (CLASS 1), 15303 (CLASS 3), 15304 (CLASS 4), and 15305 (CLASS 5)

City Attorney's Synopsis:

This Ordinance allows for the implementation of wayfinding kiosks in the public right of way, pursuant to an operating agreement with the City. Wayfinding kiosks will benefit the public health, safety, and general welfare by providing community alerts, event information, location services, and many other important on-demand interactive applications for use by the public.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. Wayfinding kiosks will contain real time updates on City related news, events, alerts, and access to public services, thus providing a benefit to the public health, safety, and general welfare of the community.

B. Wayfinding kiosks will provide public information about emergency alerts, local businesses, transit, weather, maps, locations for hotels, restaurants, local amenities and landmarks, community resources (including housing and homelessness services), city services, community events, public meetings, civic programs, and the City's 311 application to report issues or concerns.

C. Wayfinding kiosks will be subject to an operating agreement with the City including revenue sharing from commercial advertising.

D. This Ordinance, including any administrative amendments to Title 10 contained herein, would allow for the implementation of Wayfinding Kiosks in the public right of way, pursuant to an operating agreement with the City, and is therefore deemed a project under the California Environmental Quality Act (CEQA) Guidelines. This project has been analyzed and determined to be categorically exempt pursuant to CEQA Guidelines (California Code of Regulations Title 14) under the following sections:

1. Section 15301(c) (Class 1): the project consists of minor improvements occurring within existing streets;

2. Section 15303 (Class 3): the nature of the project, which consists of construction of small new equipment and facilities in small structures, includes street improvements;

3. Section 15304 (Class 4): the project consists of minor public alterations that do not involve the removal of healthy, mature, scenic trees, including but not limited to minor trenching and backfilling where the surface is restored; and

4. Section 15305 (Class 5): the project would allow for minor alterations to land use limitations in an area with an average slope of less than 20% and the issuance of encroachment permits and would not result in any changes in land use or density.

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

1. The City Council of the City of Burbank hereby declares that the above findings are true and correct and are hereby incorporated by reference.

2. Title 7, Chapter 3, Article 11, of the Burbank Municipal Code is ("BMC") hereby established to read as follows:

"ARTICLE 11. WAYFINDING KIOSKS

7-3-1101: DEFINITIONS

As used in this article, unless the context otherwise clearly indicates, the following words and terms shall mean:

CITY: City of Burbank, or any employee, officer, agent, or representative authorized by the City Council, City Charter, resolution, or ordinance, to act on behalf of the City of Burbank.

PUBLIC RIGHT OF WAY: The improved or unimproved surface of and the space above and below a City easement for a public utility purpose, street, sidewalk, or similar public way of any nature, dedicated, or improved for vehicular, bicycle, and/or pedestrian-related purpose, maintained and operated by the City, used now or hereafter held by City, however required.

WAYFINDING KIOSK or KIOSK: An interactive digital device installed in the public right of way with dimensions not to exceed nine (9) feet in vertical height, three and one-half (3 ½) feet in horizontal length, nor a width larger than 13 inches, with no more than 13 square feet in digital screen display per display face, to be used by pedestrians and/or transit riders, having a primary purpose of providing wayfinding services, public information and other messaging selected by the City, and which may include commercial advertising.

7-3-1102: **WAYFINDING KIOSKS:**

A. Temporary or permanent Wayfinding Kiosks, intended for a public purpose or benefit, shall be allowed in the public right of way, pursuant to an approved operating agreement with the City and subject to the following objective criteria:

1. Sound. Wayfinding Kiosk shall not emit sound, except for two-way speaker capabilities that allow a user to have on-demand audio connection to emergency services with not more than a 70-decibel output. The maximum decibel output may be reduced pursuant to the terms of the written operating agreement with the City.

2. Refresh Rate. A Wayfinding Kiosk shall be subject to a non-controlled refresh rate of no more frequently than ten (10) seconds or six (6) times per minute.

3. Lighting. A Wayfinding Kiosk shall be internally illuminated. Each Kiosk operating system shall contain an automatic dimmer control that utilizes a Global Positioning System ("GPS") to determine sunrise and sunset times and reduce illumination for the time period between one half-hour (½) before sunset and one-half hour (½) after sunrise, and may further contain a light sensing device, placed in a manner to prevent influence by artificial lighting, to adjust brightness as ambient light conditions change, in order to insure that the display meets the following brightness standards:

(a) The maximum brightness shall be 0.3 foot-candles above the ambient light measured two hundred fifty (250) feet perpendicular from the face of the display, unless a residential property is located within two hundred (200) feet of any portion of a Kiosk, in which case the Kiosk operator must reduce light intensity on, or shade or shield the display, or direct the lighting from such Kiosk away from such residential property such that the lighting from the Kiosk shall not result in a light intensity greater than three-tenths of one (0.3) foot-candle above ambient lighting, as measured at the property line of any residential property within two hundred (200) feet of the Wayfinding Kiosk.

(b) No Wayfinding Kiosk shall display light of such intensity that it interferes with the effectiveness of an official traffic sign, signal or device.

(c) Each Wayfinding Kiosk shall automatically shut off between the hours of 12:00 a.m. and 6:00 a.m. unless it is equipped with an automatic dimming control that meets the requirements of this section.

(d) At the time of submitting a Wayfinding Kiosk encroachment permit application, the owner applying for the permit sign shall submit a certification that this standard has been satisfied.

B. In addition to entering into an approved operating agreement with the City, an owner of a Wayfinding Kiosk pursuant to section (A) shall, at its own cost, apply for and obtain all required permits, including an encroachment permit, and comply with all

regulations set forth in Title 7, Chapter 3, Article 7 of the Burbank Municipal Code, prior to installation.

C. Enforcement. Whenever a Wayfinding Kiosk is found to be unsafe or maintained in violation of any provision of this Article, the Public Works Director, or their designee may issue a notice to the owner that such Wayfinding Kiosk be changed, repaired, reconstructed, demolished or removed, as may be necessary to make effective compliance with the provisions of this Article. Any work required to be done shall be completed within ten (10) days of the date of said notice. Unless otherwise granted a written extension by the Public Works Director, or their designee, failure, neglect, or refusal to comply with such notice shall be grounds for the revocation of any permit granted under this Article, administrative citation pursuant to this code, default under the operating agreement, or any other action available under local, state, or federal law.

3. Title 7, Chapter 3, Article 7, Section 704, of the Burbank Municipal Code is hereby amended and restated to read as follows (additions are marked in red and underline):

"**7-3-704: ENCROACHMENT PERMIT FEE:**

The Public Works Director shall collect a fee as specified in the Burbank Fee Resolution, as amended by the Council from time to time, for handling and recording the application and shall issue an encroachment permit. Applications and permits for canopies, fences, and railing required by Section 9-1.4406 of the Building Code, and applications and permits for Wayfinding Kiosks required by Section 7-3-1102(B) of this Code need not be recorded. However, all other applications and permits shall be referred to the City Clerk for recording in the office of the County Recorder. The City Clerk shall keep a permanent file of all permits recorded. Each permit shall be construed as authorizing merely the temporary privilege to encroach to the extent permitted and subject to the conditions therein stated. No permit shall be deemed to transfer any right, title or interest of the City. The City may cancel a permit at any time and thereby terminate encroachment privileges. Permits for canopies, fences, and railings required by Section 9-1.4406 of the Uniform Building Code shall automatically expire when the construction permit expires or is canceled."

4. Title 10, Chapter 1, Article 10, Section 1002, of the Burbank Municipal Code is hereby amended and restated to read as follows (additions are marked in red and underline):

"**10-1-1002: APPLICABILITY AND EXEMPTIONS**

A. APPLICABILITY.

The provisions of this Article apply to all signs except advertising signs as defined in Section 10-1-203. Advertising signs and structures are prohibited uses in all zones per

Burbank Municipal Code Section 10-1-502. These provisions do not apply to Wayfinding Kiosks in the Public Right of Way as described in Title 7.

B. EXEMPTIONS.

The following signs are exempt from the provisions of this Article:

1. Signs used exclusively for the posting or display of official notices by a public agency or official, or by a person or entity giving legal notice.

2. Directional, warning or informational signs authorized by federal, state, or municipal authority or public utility.

3. Signs located on the interior of a building and intended to be viewed solely by the persons inside the building.

4. Signs that are not visible from the public right-of-way, a private street that is open to the public, or properties other than the one on which the sign is located.

5. Holiday decorations, not to exceed a total of six (6) weeks of display during any calendar year.

C. SIGN VARIANCE.

A Variance from the provisions of Sections 10-1-1004 through 10-1-1014 of this Article 10 may be granted by the Planning Commission pursuant to Section 10-1-1918."

5. This Ordinance and any amendments to Title 10 contained herein, is considered exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 Exemption), because this Ordinance would allow for minor improvements occurring within existing streets, CEQA Guidelines Section 15303 (Class 3 Exemption), because this Ordinance would allow for construction of small new equipment and facilities which includes street improvements, CEQA Guidelines Section 15304 (Class 4 Exemption), because this Ordinance would allow for minor public alterations that do not involve the removal of healthy, mature, scenic trees, including but not limited to minor trenching and backfilling where the surface is restored, and CEQA Guidelines Section 15305 (Class 5 Exemption), because this Ordinance would allow for minor alterations to land use limitations in an area with an average slope of less than 20% and the issuance of encroachment permits and would not result in any changes in land use or density.

6. If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The Burbank City Council declares that it would have adopted this Ordinance, each and every section, and each and every subsection, sentence, clause, and phrase thereof not

declared invalid or unconstitutional, without regard to whether any portion of the Ordinance would subsequently be declared invalid or unconstitutional."

7. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

8. The City Manager or their designee is authorized to execute any action necessary to codify these amendments into the BMC.

9. The City Clerk will certify to the passage of this Ordinance and cause the City Attorney's Synopsis of this Ordinance to be published once in a newspaper of general circulation within 14 days of adoption, that is published and circulated in the City of Burbank, California.

PASSED AND ADOPTED this 16th day of December 2025.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Ray Johal
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 25-4,035 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 16th day of December 2025, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following the ordinance's adoption on December 16, 2025.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: December 16, 2025

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: Fred Ramirez, Assistant Community Development Director - Planning
Scott Plambaeck, Planning Manager
Daniel Villa, Principal Planner
BY: Vanessa Quiroz, Senior Planner

SUBJECT: Adoption of an Ordinance Amending Burbank Municipal Code, Title 10, Chapter 1 (Zoning) to Establish a New School –Trade/Vocational Use With Related Regulations, Allow the Use in M-1 (Limited Industrial) and M-2 (General Industrial) Zones, and Clarify its Permissibility in Other Non-Residential Zones

RECOMMENDATION

Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING TITLE 10, CHAPTER 1 (ZONING) OF THE BURBANK MUNICIPAL CODE TO ESTABLISH SCHOOL–TRADE/VOCATIONAL AS A NEW USE ALONG WITH RELATED REGULATIONS, ALLOW THE USE IN M-1 (LIMITED INDUSTRIAL) AND M-2 (GENERAL INDUSTRIAL) ZONES, AND TO CLARIFY THE PERMISSIBILITY OF THE USE IN OTHER NON-RESIDENTIAL ZONES (PROJECT NO. 25-0004932, ZONE TEXT AMENDMENT) (Attachment 1).

SUMMARY

The subject Ordinance was introduced at a Joint Meeting of the City Council and the Burbank Housing Authority on December 9, 2025. Council Members Anthony, Mullins, and Rizzotti, Vice Mayor Takahashi, and Mayor Perez were present. The Ordinance amends the Burbank Municipal Code (BMC), Title 10, Chapter 1, Zoning under a Zone Text Amendment (ZTA) to establish “School-Trade/Vocational” as a new use distinct from

the BMC's existing "School-Public or Private" use currently prohibited in industrial zones.

Amendments include: 1) adding the new use to the Zoning Use List Table (BMC 10-1-502) and clarifying its permissibility in all non-residential zones, 2) modifying and adding related definitions (BMC 10-203), and 3) creating a new parking requirement specific to the use (BMC 10-1-1408).

The Ordinance implements the goals and policies of the Land Use Element of the *Burbank2035* General Plan, the Burbank 2024-2028 Economic Development Strategic Plan, and City Council's Economic Development Goals and Strategies to diversify the City's economic base and retain and attract new businesses in emerging industries that bolster the communities' long-term economic success.

Vote at Introduction:

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

The Ordinance is now presented for adoption.

ENVIRONMENTAL REVIEW

The proposed Ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061(b)(3), the common-sense exemption. CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question could cause a significant effect on the environment, the activity is not subject to CEQA. No unusual circumstances exist that would preclude the use of this exemption. The proposed amendments are an administrative activity of the City, with no potential significant environmental effect on existing development. Furthermore, pursuant to CEQA Guidelines Section 15378, this proposed Ordinance is not considered a "project" subject to the requirements of CEQA because the ZTA, on its own, has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and instead involves administrative updates to the BMC. The proposed Ordinance does not effectuate approval of the use on a particular site and future requests will be evaluated individually for compliance with applicable zoning regulations and CEQA.

FISCAL IMPACT

The Ordinance will have no direct impact to the City's General Fund as the processing of the amendment is within the 2025-26 Planning Division Budget.

ATTACHMENT

Attachment 1 – Ordinance

ORDINANCE NO._____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING TITLE 10, CHAPTER 1 (ZONING) OF THE BURBANK MUNICIPAL CODE TO ESTABLISH SCHOOL–TRADE/VOCATIONAL AS A NEW USE ALONG WITH RELATED REGULATIONS, ALLOW THE USE IN M-1 (LIMITED INDUSTRIAL) AND M-2 (GENERAL INDUSTRIAL) ZONES, AND TO CLARIFY THE PERMISSIBILITY OF THE USE IN OTHER NON-RESIDENTIAL ZONES

(PROJECT NO. 25-0004932, ZONE TEXT AMENDMENT)

City Attorney's Synopsis

This Ordinance amends Burbank Municipal Code (BMC), Title 10 (Zoning Regulations), Chapter 1, Zoning to Establish "School–Trade/Vocational" as a new use along with related regulations, allows the use in M-1 (Limited Industrial) and M-2 (General Industrial) zones, establishes parking standards for the use, and clarifies the permissibility of the use in all other non-residential zones.

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

A. Whereas the Planning Division of the Community Development Department has received past inquiries about permitting trade/vocational schools in M-1 (Limited Industrial) and M-2 (General Industrial) zones, where the use is currently prohibited.

B. Whereas the City's 2024-2028 Economic Development Strategic Plan identified Higher Education, which includes trade/vocational schools, as one of four new emerging sectors within the City to retain and attract.

C. Whereas the City of Burbank identified the City's industrial zones as having ideal parcels and characteristics to accommodate trade/vocational school tenants.

D. Whereas the Burbank Municipal Code ("BMC") currently includes a "Trade School" definition at Section 10-1-203, the use is not separately listed in the Zoning Use List at Section 10-1-502. At the same time, the BMC's definition of "School" broadly includes vocational and professional schools, so trade schools are included by default under the "School–Public or Private" use. The use is currently prohibited in industrial zones.

E. Whereas trade/vocational schools provide specialized, hands-on training in various trades such as industrial-based skills like welding, automotive repairs, and machinery/equipment maintenance which are appropriately suited for industrial areas. Therefore, the Community Development Department determined that amendments to the BMC are required to: (1) allow the City to better align with the 2024-2028 Economic

Development Strategic Plan, which identifies Higher Education, including trade/vocational school types, as a key emerging sector; and (2) provide clearer regulatory guidance to enable the City to accommodate vocational/professional schools in appropriate locations while maintaining compatibility with surrounding uses.

F. On October 13, 2025, the Planning Commission held a duly noticed public hearing on the proposed ZTA and associated Ordinance (Project No. 25-0004932). During deliberation, the Commissioners discussed: the proposed permissibility of the use and whether allowance through an AUP could be more appropriate as they are currently required for schools in certain zones or when located within 150 feet of residential zones; whether the proposed parking standard is appropriate; and whether trade/vocational schools are considered sensitive uses. After consideration and discussion, the Planning Commission voted 3-0, with two absences, to adopt the Resolution recommending that the City Council of the City of Burbank ("Council") approve the proposed ZTA and associated Ordinance with an amendment for a typographical revision to the title.

G. The Planning Commission determined that the proposed ZTA and associated Ordinance met the findings required by BMC Section 10-1-1991 (Requirements for Adding a Use) for the request to add a new land use to the Zoning Use List under BMC Section 10-1-502 and other related regulations.

H. In accordance with California Government Code Section 65860, the proposed ZTA and associated Ordinance were determined to be consistent with the Land Use Element of the *Burbank2035* General Plan and compatible with the objectives, policies, general land uses and programs specified therein.

I. The Planning Commission found the proposed ZTA and associated Ordinance consistent with Goal 4 of the Burbank 2024-2028 Economic Development Strategic Plan, to "retain and expand Burbank's leading and emerging industries to balance the future economy."

J. The Planning Commission found the proposed ZTA and associated Ordinance consistent with the City Council's 2025-2026 Economic Development City Goal, to "diversify economic base and retain and attract businesses."

K. Whereas, following the Planning Commission's deliberation, the ZTA and associated Ordinance were updated to: (1) clarify that trade/vocational schools will be allowed in several other non-residential zones so that existing permissibility is carried over for the new use, (2) remove an existing "Trade School" definition, which is no longer necessary since the new definition "School–Trade/Vocational " will encompass it. These revisions have been included in the exhibits A and B to the proposed Ordinance.

L. On December 9, 2025, the City Council at its regular meeting, held a public hearing on Project No. 25-0004932, an Ordinance to adopt the Zone Text Amendment amending the Burbank Municipal Code, Title 10, Chapter 1 (Zoning) to establish School–Trade/Vocational as a new use along with related regulations, allow the use in M-1

(Limited Industrial) and M-2 (General Industrial) Zones, and clarify the permissibility of the use in other non-residential zones ("Ordinance").

M. Said hearing was property noticed in accordance with the provisions of BMC Section 10-1-1994.

N. The Council considered the report and recommendations of the City Planner, the action and recommendations of the Planning Commission as evidenced by its Resolution 3481, and the evidence and testimony presented at such hearing.

O. The Council finds the Ordinance satisfies the findings required by BMC Section 10-1-1991 (Requirements for Adding a Use) to add a new land use to the Zoning Use List at BMC Section 10-1-502 as follows:

1. The addition of the new use will be in accord with the purposes of the zones in which it is proposed to be listed.

   The proposed Ordinance incorporates trade/vocational schools as a separate use and extends the use to industrial zones. The inclusion of "School–Trade/Vocational" in the M-1 (Limited Industrial) and M-2 (General Industrial) zones is in accord with the purposes of those zones. The *Burbank2035* General Plan seeks to introduce additional commercial uses that are compatible with the industrial character of the area. As the new use will provide specialized training, hands-on skills, and education in various trades and technical fields, it can provide a workforce to support industries in the M-1 and M-2 zones. This amendment will benefit a variety of creative industries, office uses and emerging economic sectors such as healthcare throughout the entire City.

2. The proposed use is compatible with and has the same basic characteristics as the other permitted uses.

   Since trade/vocational schools are already permitted in most of the other non-residential zones throughout the City and their existing permissibility will be carried over into the new use, the use will continue to be compatible with the characteristics in those zones. For the added M-1 and M-2 industrial zones, although they are primarily intended to accommodate manufacturing and warehousing uses, the BMC Zoning Use List already permits a variety of other land uses in these areas including lodging, retail and service uses, recreational, professional and medical office, and media supporting uses. Among the permitted uses in these zones are two related to the proposed new use: Meeting Hall (Planning Policy #502-1) and Personal or Physical Arts Studios. Additionally, the introduction of a "School–Trade/Vocational" use to industrial zones will offer training and certification for skills that may be in demand by surrounding businesses. The *Burbank2035* General Plan includes goals and policies that encourage a diverse range of uses throughout the City. Therefore, the proposed use is compatible with and has the same basic characteristics as

other permitted uses currently allowed in the M-1 and M-2 zones and will continue to be compatible with uses in the other non-residential zones.

3. The proposed use can be expected to conform with the required conditions for the zone.

   All permitted uses in the City of Burbank must comply with applicable regulations and development standards outlined in the BMC, such as parking standards, site maintenance, site improvements, et cetera. As such, existing trade/vocational schools are already required to comply with these regulations. As required by BMC Sections 10-1-1936 (CUP) and 10-1-1956 (AUP), new "School–Trade/Vocational" uses in the M-1 and M-2 zones shall be reviewed against applicable requirements to ensure that a given site has the capacity in terms of size and shape to accommodate the use, that the streets around the site can carry the traffic to be generated by the proposed use, and that the use is compatible with other uses on the same lot as well as those in the general area. Therefore, the proposed use which will be either subject to a CUP in the M-1 and M-2 zones, or an AUP in certain cases when located in other non-residential zones, can be expected to conform with the required conditions for the subject zones in which the use is newly proposed.

4. The proposed use will not be detrimental to the public health, safety or welfare.

   Adding "School–Trade/Vocational" in the Zoning Use List is not anticipated to be detrimental to the public health, safety or welfare. The use provides specialized skill training and education that will serve as a supporting use to the industries and businesses in industrial zones and citywide. The proposed Ordinance seeks to distinguish trade/vocational schools from the general school use which includes K-12 schools, childcare, colleges, and universities. Since trade/vocational schools are already permitted in the City, the use will continue to adhere to the requirements of Article 17 (Protections Against Nuisances) of Chapter 1, Title 10 (Zoning Regulations) of the BMC, California Building Code, and the California Fire Code. Additionally, proposed schools subject to an AUP or CUP shall be reviewed under a discretionary review process. Under this process, the operation of the school will be analyzed against required findings that must be satisfied before approved to ensure compatibility with the surrounding properties and to protect the public health, convenience, safety and welfare. Therefore, the proposed use will not result in a detrimental impact to public health, safety, or welfare.

5. The proposed use will not adversely affect the character of the zone.

   Trade/vocational schools are already permitted either by-right or under an AUP, in most of the non-residential zones and were thus deemed compatible within these zones. The proposed Ordinance extends the use to the industrial zones. The M-1 and M-2 zones currently allow for a variety of uses including, but not

limited to warehouse, manufacturing, lodging, retail and service, recreational, professional office, and media supporting uses. Additionally, the *Burbank2035* General Plan includes Land Use Element goals and policies to promote diverse land uses in these areas, which include the Golden State Commercial/Industrial and North Victory Commercial/Industrial land use designations. This Ordinance will clarify that trade/vocational schools are allowed in the majority of non-residential zones and will also facilitate new opportunities for specialized skill training and certification that can support businesses in the industrial zones in a manner consistent with the 2024-2028 Economic Development Strategic Plan and the 2025-2026 City Council Economic Development Goals focused on diversification of the economic base and retention and attraction of new businesses that support local industries. Therefore, the proposed use will continue to be compatible with other non-residential zones where the use is already permitted and will be compatible with existing uses permitted in the industrial zones and thus will not adversely affect the character of any of the non-residential zones where the use will be permitted.

6. The proposed use will not create more vehicular or other traffic than the volume normally created by any of the uses permitted.

   Since trade/vocational schools are an existing permitted use in most of the non-residential zones under the "School—Public or Private" in the Zoning Use List, the proposal to separate the use and carry over permissibility under the new use is not expected to generate more vehicular traffic where the use is already permitted. For the addition of the use to industrial zones, the M-1 and M-2 zones currently allow for a variety of uses with differing parking requirements that include uses with the most stringent parking standards such as full-service restaurants and auditorium/meeting halls. Additionally, the new "School–Trade/Vocational" use in the industrial zones will be subject to the CUP review process of which one of the six required findings is that "the site for the proposed use relates to streets and highways properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use." New trade/vocational schools in the other non-residential zones might be subject to an AUP process. Under review of an AUP or CUP, the Community Development Department's Transportation and Planning Division will also review the trips generated by the use. If it is determined that the use may cause impacts, additional analysis, mitigation measures, conditions of approval, and/or alternatives will be required. Therefore, the proposed use is not anticipated to create more vehicular or other traffic in the non-residential zones where the use is already allowed nor more than the volume normally created by any of the uses permitted in the M-1 and M-2 industrial zones. Should a specific school subject to an AUP or CUP result in additional traffic volume, this site-specific impact shall be reviewed and considered under the entitlement review process.

7. The proposed use will not create more odor, dust, dirt, smoke, noise, vibration, illumination, glare, unsightliness, or any other objectionable influence than the amount, if any, normally created by any of the permitted uses.

   The new use proposed under the Ordinance will define trade-based educational schools as a new use allowed in the M-1 and M-2 industrial zones, subject to a CUP discretionary review process. In other non-residential zones, the use will be subject to an AUP process. The AUP and CUP processes will assess a given school's operation against required findings to assure compatibility and protect the public health, convenience, safety and welfare. Per BMC Sections 10-1-1937 and 10-1-1957, either the Director of the Community Development Department or the Planning Commission may impose further requirements and limitations on a use to regulate site and facility operation characteristics to minimize any potential impacts and nuisances. Additionally, the use must adhere to Article 17 (Protections Against Nuisances) of Chapter 1, Title 10 of the BMC the California Building Code, and the California Fire Code during building improvements and operation, as required for all businesses in the City. Therefore, the proposed use would not create more odor, dust, dirt, smoke, noise, vibration, illumination, glare, unsightliness, or any other objectionable influence than the amount, if any, normally created by other permitted uses.

8. The proposed use will not create any greater hazard of fire or explosion than the hazards normally created by any of the permitted uses.

   The proposed Ordinance separates trade/vocational schools, which provide specialized skills and training as a new use, which will continue to be allowed in the existing non-residential zones it is already permitted. Additionally, the proposal will conditionally permit the new use in existing M-1 and M-2 industrial zones. These zones allow businesses that handle, fabricate, process, and manufacture raw and potentially hazardous materials, either by-right or conditionally through a CUP. Should any proposed future school handle hazardous material, their operation shall be carefully analyzed under the CUP discretionary review process to ensure the use will not be detrimental to the surrounding properties and conditions can be imposed to safeguard public health, convenience, safety, and welfare. Further, all trade/vocational schools shall be subject to Article 17 (Protections Against Nuisances) of Chapter 1, Title 10 (Zoning Regulations) of the BMC, the California Building Code, and the California Fire Code. Therefore, the proposed use will not create any greater hazard of fire or explosion than hazards normally created by any of the permitted uses in the industrial zones and throughout the City.

9. The proposed use will not cause substantial injury to the values of property in the zone in which it is proposed to be listed or in any abutting zone.

   The inclusion of the "School–Trade/Vocational" use in the Zoning Use List will provide clarity on the permissibility of the use now conditionally permitted in M-

1 and M-2 zones. The additional permitted zones allow for specialized work-based training and education in the City's workforce areas helping to bolster and expand the economic base by creating schools for specific trades, which can in turn help retain and attract new businesses to the City. The proposed Ordinance requires that all new "School–Trade/Vocational" uses comply with relevant development standards and discretionary review process, if required. For those subject to a discretionary application, the process adds a layer of review that considers compatibility with surrounding properties as a required finding for approval. Moreover, the proposed Ordinance will further diversify land uses permitted in the industrial zones, which can help make the properties in these areas more viable as trade and vocational school sites to support existing and new businesses consistent with the City's Economic Development Strategies and City Council Economic Goals. Therefore, adding trade/vocational school as a separate use and extending permissibility to industrial zones is not anticipated to cause substantial injury to the values of property in which it is proposed to be listed or in any abutting zone.

P. In accordance with California Government Code Section 65860, the Council must find the Ordinance consistent with the objectives, policies, general land uses, and programs specified in the *Burbank2035* General Plan. The proposed Ordinance is consistent with the following City plans, goals, and policies:

- Land Use Element of the *Burbank2035* General Plan:
    - *Goal 6: Economic Vitality and Diversity:* Burbank has a healthy and diverse economy and provides for a full range of retail, commercial, office, and industrial uses. Businesses contribute to community character and economic vitality by supporting neighborhood, community, and regional needs and providing diverse employment options.
    - *Policy 6.1 of Goal 6:* Recruit and attract new businesses. Use these businesses to act as catalysts to attract other businesses. Continue to utilize public-private partnerships and other incentives to enhance economic vitality.
    - *Policy 12.3*: Ensure that a balanced mix of commercial and industrial uses is provided in the Golden State Commercial/Industrial area.
- Burbank 2024-2028 Economic Development Strategic Plan:
    - *Goal 4:* Retain and expand Burbank's leading and emerging industries to balance the future economy.

- 2025-2026 Economic Development City Council Goal:
    - Diversify economic base and retain and attract businesses.

The proposed Ordinance adding "School–Trade/Vocational" as a new use, continues to allow for skill-based professional training throughout the City, as well as extends the use to industrial areas of Burbank, furthering several of the City's plans, goals, and policies. This enables a diverse economic base by allowing an expanded range of uses providing workforce training and development that can help and attract new businesses seeking access to these workforces and thereby enhance the City's long-term economic viability. The addition of professional schools in M-1 and M-2 industrial zones will facilitate the creation of a pipeline of trained workers for surrounding skill-based employers. Additionally, the Ordinance adds to the mixed commercial and industrial uses in these zones, reinforcing the objective of the Land Use designation for the Golden State District, which primarily consist of M-1 and M-2 zoned parcels. Thus, the proposed Ordinance not only meets the *Burbank2035* General Plan but implements City Council-adopted Economic Development Goals and the 2024-2028 Economic Development Strategic Plan.

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

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

Section 2. Amendment to Burbank Municipal Code ("BMC") Section 10-1-203 (Definitions). BMC Section 10-1-203 is hereby amended to include the following changes: (1) revise the "SCHOOL" definition to remove reference to a vocational and professional school, (2) remove the "TRADE SCHOOL" definition, and (3) add "SCHOOL–TRADE/VOCATIONAL " definition that will include a variety of vocational schools, as shown in Exhibit A to this Ordinance, attached and incorporated herein.

Section 3. Amendment to BMC Section 10-1-502, Uses in All Zones (Except Residential Zones). Table 10-1-502 is hereby amended under sub-header Recreation, Education, and Assembly to add "School–Trade/Vocational" as a new use permitted as shown in Exhibit B to this Ordinance, attached and incorporated herein.

Section 4. Amendment to BMC Section 10-1-1408 (Space Required). BMC Sections 10-1-1408 is hereby amended and restated to establish a parking standard for the SCHOOL–TRADE/VOCATIONAL use as shown in Exhibit C of this Ordinance, attached and incorporated herein.

Section 5. Severability. If any provision of this Ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance, which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

Section 6. **Environmental Assessment.** This Ordinance is not subject to the California Environmental Quality Act (Public Resources Code Section 21000 et seq,) ("CEQA"). The activity is covered by the "common-sense" exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines § 15061(b)(3)). Furthermore, pursuant to CEQA Guidelines Section 15378, this Ordinance is not considered a "project" subject to the requirements of CEQA because the Ordinance has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment but instead involves administrative and procedural updates to the BMC. The Ordinance does not effectuate any approvals of the use on a particular site. The City Planner shall file a Notice of Exemption with the Los Angeles County Clerk and the State Clearinghouse, within 5 days of the City Council's approval.

Section 7. Effective Date. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

PASSED AND ADOPTED this__day of _____, 2025.

_____
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

_____
Jill Vander Borght
Chief Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No._____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the_____day of ___, 2025, by the following vote:

AYES:

NOES:

ABSENT:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following its__, 2025 adoption.

_____
Kimberley Clark, City Clerk

EXHIBIT A TO ATTACHMENT 1

Amendments to Burbank Municipal Code Section 10-1-203 (Definitions) to amend the existing definition of "SCHOOL" to remove reference to vocational and professional schools, establish a new definition for "SCHOOL– TRADE/VOCATIONAL" that will include a broad variety of vocational schools, and remove the "TRADE SCHOOL" definition.

Revisions are **Bold and underlined** and deletions are marked in ~~strikethrough~~:

SCHOOL: Means an establishment or facility used as an institution of learning ~~for minors,~~ whether public or private. This can include institutions that, ~~which~~ offer instruction in those courses of study required by the State Education Code, ~~or~~ which ~~is~~ **are** maintained pursuant to **the** standards set by the State Board of Education. This definition includes a child day care facility, kindergarten, elementary school, junior high school, senior high school, **colleges, universities and** ~~or~~ any special institution of learning under the jurisdiction of the State **Board** ~~Department~~ of Education ~~and a Vocational or a professional institution~~. This definition also includes child day care facilities utilized at a school location which are licensed by the State Department of Social Services and the City of Burbank. **This definition does not include School- Trade/Vocational.**

SCHOOL—TRADE/VOCATIONAL: Means an establishment or facility used as an institution of learning that provides specialized training and education in various trades and technical fields that may provide a degree in conjunction with certification. These schools focus on practical, hands-on skills that prepare students for specific careers, such as plumbing, electrical, automotive repair, culinary arts, healthcare, and more.

~~TRADE SCHOOL: Means an institution offering instruction in a trade or vocation that is not of an academic or professional nature.~~

EXHIBIT B TO ATTACHMENT 1

Amendment the Zoning Use List in BMC 10-1-502 under sub-heading Recreation, Education, and Assembly to add "School–Trade/Vocational" as a new use subject to a Conditional Use Permit (CUP) in M-1 (Limited Industrial) and M-2 (General Industrial) zones and continue to allow in other non-residential zones by-right or subject to an AUP, based on the zone or its proximity to residential zones.

The new use and permissibility are **Bold** and underlined.

City of Burbank Zoning Use List | BMC Section 10-1-502

P = permitted | **CUP = Conditional Use Permit required** | **AUP = Administrative Use Permit required**

(blank) = prohibited | **[CUP] = CUP required if residentially adjacent as defined in 10-1-203** | **[AUP] = AUP required if residentially adjacent as defined in 10-1-203**

[PRH] = prohibited if residentially adjacent as defined in 10-1-203 | **S = When required by State preemption law**

LAND USE	C-2	C-3	C-4	M-1	M-2	MDM-1	MDC-2	MDC-3	MDC-4	NB	GO	RC	C-R	RBP	BCC-1	BCC-2	BCC-3	BCCM	MPC-1	MPC-2	MPC-3	OS	AP	RR	AD	2021-2029 HEOS-OZ
Schools - public or private	P [AUP]	P [AUP]	P [AUP]				P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	AUP	AUP	AUP					[16]
School - public or private (existing before Jan. 1, 1991)						P																				
School – Trade/ Vocational	**P [AUP]**	**P [AUP]**	**P [AUP]**	**CUP**	**CUP**		**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**AUP**	**AUP**	**AUP**					~~18~~

ATTACHMENT 1 – 14

EXHIBIT C TO ATTACHMENT 1

Amendments to BMC Section 10-1-1408 (Spaces Required) to establish a parking standard for the SCHOOL–TRADE/VOCATIONAL use.

Parking standard addition is **Bold** and underline. Deletions are marked in strikethrough:

DIVISION 2. PARKING REQUIREMENTS

10-1-1408: SPACES REQUIRED:

The following off-street parking spaces shall be provided:

Uses	Parking Spaces Requires
1. Residential Uses:	As provided for each residential zone in Article 6 of this chapter.
2. Commercial Uses Outside of Central Business District Downtown Parking Area:	
(a) Banks and savings and loan institutions	4 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(b) Bowling Alleys	4 spaces for each bowling lane.
(c) Gymnasiums and health studios	6 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(d) Offices - General	3 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(e) Offices - Medical	5 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(f) Mortuaries and funeral homes	1 space for every 3 fixed seats and 1 space for each 21 sq. ft. of adjusted gross floor area available for assembly without fixed seats.
(g) Places of public assembly[1], banquet facilities, exhibition halls, theaters, and convention halls	1 space for every 5 fixed seats and 1 space for each 28.6 sq. ft. of adjusted gross floor area available for assembly without fixed seats.

Uses		Parking Spaces Requires
(h)	Restaurant with full service, fast service2; cocktail lounge/bar	10 spaces for each 1,000 sq. ft. of adjusted gross floor area. 3.3 spaces for each 1,000 sq. ft. of adjusted gross floor area with an Administrative Use Permit.
(i)	Restaurants, cafes, cocktail lounges and bars, which are an integral part of a hotel or motel	5 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(j)	General - retail	3.3 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(k)	Shopping centers	5 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(l)	Mini-malls	10 spaces for each 1,000 sq. ft. of adjusted gross floor area, or 1 space for each 100 sq. ft. of adjusted gross floor area. (Conditional Use Permit may reduce up to 50 percent required parking).
(m)	Museum	1 space for each 300 sq. ft. of exhibit area and 1 space for every 5 seats, depending on the exact nature of the museum.
(n)	Arcades/billiard parlors	5 spaces for each 1000 sq. ft. of adjusted gross floor area. (Additional parking spaces are required pursuant to Section10-1-1405.5)
(o)	Personal or Physical Arts Studio, Rehearsal Studio	
	(less than 1,500 sq. ft.)	3.3 spaces for each 1,000 sq. ft. of adjusted gross floor area.
	(1,500 sq. ft. to 2,500)	4 spaces for each 1,000 sq. ft. of adjusted gross floor area.

Uses		Parking Spaces Requires
	(greater than 2,500 sq. ft.)	6 spaces for each 1,000 sq. ft. of adjusted gross floor area.
3.	Commercial Uses Inside the Central Business District Downtown Parking Area:	
4.	Industrial Uses:	
	(a) Manufacturing and industrial and wholesale trade.	1 space for each 500 sq. ft. of adjusted gross floor area.
	(b) Warehouses and buildings used in whole or in part for storage purposes.	1 space for each 1,000 sq. ft. of adjusted gross floor area.
5.	Other Uses:	
	(a) Convalescent homes	5 spaces for every 12 beds or fraction thereof.
	(b) Hospitals	Conditional Use Permit.
	(c) Clubs	1 space guest room.
	(d) Hotels and motels	1 space for each room.
	(e) Automotive repair shops	3 spaces for each bay or 1 space for each 250 sq. ft. of adjusted gross floor area, whichever is greater. Service bays shall not be counted as required spaces.
	(f) Child Day Care Facilities	1 space for every 8 children and 1 space for each State Department of Social Services required employee.
	(g) School–Trade/Vocational	**1 space per student. Reductions to this parking rate may be granted, subject to the Conditional Use Permit (CUP) process as specified in BMC Section 10-1-1934 et. seq. or the applicable discretionary review application required**

Uses		Parking Spaces Requires
		for the use. The applicant shall provide a parking study prepared by a qualified professional to justify the reduced parking rate. Updates to previously approved parking reductions may be granted under a CUP/AUP Minor Modification, subject to the consideration of a parking study prepared by a qualified professional to justify the reduced parking rate.
~~(g)~~ **(h)**	Sober Living Facility	1 on-site parking space for every 3 residents and 1 additional on-site parking space for each on-site resident manager and 1 space for each 28.6 square feet of meeting area used for assembly purposes if meetings area used for assembly purposes if meetings are held involving persons other than residents of the facility.
~~(h)~~ **(i)**	Massage Parlors	5 spaces for each 1,000 feet of adjusted gross floor area
~~(i)~~ **(j)**	Adult businesses	As specified in Section 10-1-1120
~~(j)~~ **(k)**	Designated Media-Related Uses within 150 Feet of Residentially-Zone Property:	
	(i) Film and Sound Editing	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
	(ii) Studio - Art and Graphic Arts	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
	(iii) Studio - Broadcasting	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
	(iv) Studio - Recording	

Uses		Parking Spaces Requires
(v)	Video, Audio, Film Duplication	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(vi)	Video, Audio, Film Storage/Vault	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(vii)	Foley Stage (Sound Effects)	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(viii)	Film/TV sound mixing - no seating area	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(ix)	Motion Picture Studio	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(x)	Rehearsal Studios - no recording equipment	Conditional Use Permit[3]
(xi)	Sound Stages	Conditional Use Permit[3]
~~(k)~~	Uses not specified	Conditional Use Permit[3]
(l)		To be determined by the Planning Commission based upon comparable requirements for specified uses.

1 Places of Public Assembly shall include the following: a music recording studio with more than 1000 sq. ft. of adjusted gross floor area per single room of recording area; a mixing studio with more than 1000 sq. ft. of adjusted gross floor area per single room of recording area; a music scoring stage/room with more than 1000 sq. ft. of adjusted gross floor area; a voice over/ADR (Automated Dialog Replacement) stage larger than 600 sq. ft. of adjusted gross floor area; voice audition/casting room or office; any single recording room/space larger than 1000 sq. ft. of adjusted gross floor area; a film/tv mixing stage with more than ten (10) fixed audience seats, and; a screening room larger than 300 sq. ft. of adjusted gross floor area, or with more than ten (10) fixed seats.

2 Restaurant uses up to 2,000 square feet in gross floor area may locate in a space previously occupied by a retail or office tenant without having to provide additional parking with approval of an Administrative use Permit (AUP).

3 For portion of use utilized as “place of public assembly,” use must meet parking requirement for places of public assembly set forth in this section. [Amended by Ord. 22-3,983, eff. 12/16/22; Formerly numbered Section 31-165; 3776, 3568, 3557, 3537, 3491, 3464, 3457, 3400, 3316, 3298, 3284, 3109, 3058, 2829, 2698, 2599, 2193.]

Eff.: 01-16-2026 ORDINANCE NO. 25-4,036

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING TITLE 10, CHAPTER 1 (ZONING) OF THE BURBANK MUNICIPAL CODE TO ESTABLISH SCHOOL–TRADE/VOCATIONAL AS A NEW USE ALONG WITH RELATED REGULATIONS, ALLOW THE USE IN M-1 (LIMITED INDUSTRIAL) AND M-2 (GENERAL INDUSTRIAL) ZONES, AND TO CLARIFY THE PERMISSIBILITY OF THE USE IN OTHER NON-RESIDENTIAL ZONES

(PROJECT NO. 25-0004932, ZONE TEXT AMENDMENT)

City Attorney's Synopsis

This Ordinance amends Burbank Municipal Code (BMC), Title 10 (Zoning Regulations), Chapter 1, Zoning to Establish "School–Trade/Vocational" as a new use along with related regulations, allows the use in M-1 (Limited Industrial) and M-2 (General Industrial) zones, establishes parking standards for the use, and clarifies the permissibility of the use in all other non-residential zones.

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

A. Whereas the Planning Division of the Community Development Department has received past inquiries about permitting trade/vocational schools in M-1 (Limited Industrial) and M-2 (General Industrial) zones, where the use is currently prohibited.

B. Whereas the City's 2024-2028 Economic Development Strategic Plan identified Higher Education, which includes trade/vocational schools, as one of four new emerging sectors within the City to retain and attract.

C. Whereas the City of Burbank identified the City's industrial zones as having ideal parcels and characteristics to accommodate trade/vocational school tenants.

D. Whereas the Burbank Municipal Code ("BMC") currently includes a "Trade School" definition at Section 10-1-203, the use is not separately listed in the Zoning Use List at Section 10-1-502. At the same time, the BMC's definition of "School" broadly includes vocational and professional schools, so trade schools are included by default under the "School–Public or Private" use. The use is currently prohibited in industrial zones.

E. Whereas trade/vocational schools provide specialized, hands-on training in various trades such as industrial-based skills like welding, automotive repairs, and machinery/equipment maintenance which are appropriately suited for industrial areas. Therefore, the Community Development Department determined that amendments to the

BMC are required to: (1) allow the City to better align with the 2024-2028 Economic Development Strategic Plan, which identifies Higher Education, including trade/vocational school types, as a key emerging sector; and (2) provide clearer regulatory guidance to enable the City to accommodate vocational/professional schools in appropriate locations while maintaining compatibility with surrounding uses.

F. On October 13, 2025, the Planning Commission held a duly noticed public hearing on the proposed ZTA and associated Ordinance (Project No. 25-0004932). During deliberation, the Commissioners discussed: the proposed permissibility of the use and whether allowance through an AUP could be more appropriate as they are currently required for schools in certain zones or when located within 150 feet of residential zones; whether the proposed parking standard is appropriate; and whether trade/vocational schools are considered sensitive uses. After consideration and discussion, the Planning Commission voted 3-0, with two absences, to adopt the Resolution recommending that the City Council of the City of Burbank ("Council") approve the proposed ZTA and associated Ordinance with an amendment for a typographical revision to the title.

G. The Planning Commission determined that the proposed ZTA and associated Ordinance met the findings required by BMC Section 10-1-1991 (Requirements for Adding a Use) for the request to add a new land use to the Zoning Use List under BMC Section 10-1-502 and other related regulations.

H. In accordance with California Government Code Section 65860, the proposed ZTA and associated Ordinance were determined to be consistent with the Land Use Element of the *Burbank2035* General Plan and compatible with the objectives, policies, general land uses and programs specified therein.

I. The Planning Commission found the proposed ZTA and associated Ordinance consistent with Goal 4 of the Burbank 2024-2028 Economic Development Strategic Plan, to "retain and expand Burbank's leading and emerging industries to balance the future economy."

J. The Planning Commission found the proposed ZTA and associated Ordinance consistent with the City Council's 2025-2026 Economic Development City Goal, to "diversify economic base and retain and attract businesses."

K. Whereas, following the Planning Commission's deliberation, the ZTA and associated Ordinance were updated to: (1) clarify that trade/vocational schools will be allowed in several other non-residential zones so that existing permissibility is carried over for the new use, (2) remove an existing "Trade School" definition, which is no longer necessary since the new definition "School–Trade/Vocational " will encompass it. These revisions have been included in the exhibits A and B to the proposed Ordinance.

L. On December 9, 2025, the City Council at its regular meeting, held a public hearing on Project No. 25-0004932, an Ordinance to adopt the Zone Text Amendment amending the Burbank Municipal Code, Title 10, Chapter 1 (Zoning) to establish School–

Trade/Vocational as a new use along with related regulations, allow the use in M-1 (Limited Industrial) and M-2 (General Industrial) Zones, and clarify the permissibility of the use in other non-residential zones ("Ordinance").

M. Said hearing was property noticed in accordance with the provisions of BMC Section 10-1-1994.

N. The Council considered the report and recommendations of the City Planner, the action and recommendations of the Planning Commission as evidenced by its Resolution 3481, and the evidence and testimony presented at such hearing.

O. The Council finds the Ordinance satisfies the findings required by BMC Section 10-1-1991 (Requirements for Adding a Use) to add a new land use to the Zoning Use List at BMC Section 10-1-502 as follows:

1. The addition of the new use will be in accord with the purposes of the zones in which it is proposed to be listed.

   The proposed Ordinance incorporates trade/vocational schools as a separate use and extends the use to industrial zones. The inclusion of "School–Trade/Vocational" in the M-1 (Limited Industrial) and M-2 (General Industrial) zones is in accord with the purposes of those zones. The *Burbank2035* General Plan seeks to introduce additional commercial uses that are compatible with the industrial character of the area. As the new use will provide specialized training, hands-on skills, and education in various trades and technical fields, it can provide a workforce to support industries in the M-1 and M-2 zones. This amendment will benefit a variety of creative industries, office uses and emerging economic sectors such as healthcare throughout the entire City.

2. The proposed use is compatible with and has the same basic characteristics as the other permitted uses.

   Since trade/vocational schools are already permitted in most of the other non-residential zones throughout the City and their existing permissibility will be carried over into the new use, the use will continue to be compatible with the characteristics in those zones. For the added M-1 and M-2 industrial zones, although they are primarily intended to accommodate manufacturing and warehousing uses, the BMC Zoning Use List already permits a variety of other land uses in these areas including lodging, retail and service uses, recreational, professional and medical office, and media supporting uses. Among the permitted uses in these zones are two related to the proposed new use: Meeting Hall (Planning Policy #502-1) and Personal or Physical Arts Studios. Additionally, the introduction of a "School–Trade/Vocational" use to industrial zones will offer training and certification for skills that may be in demand by surrounding businesses. The *Burbank2035* General Plan includes goals and policies that encourage a diverse range of uses throughout the City. Therefore,

the proposed use is compatible with and has the same basic characteristics as other permitted uses currently allowed in the M-1 and M-2 zones and will continue to be compatible with uses in the other non-residential zones.

3. The proposed use can be expected to conform with the required conditions for the zone.

   All permitted uses in the City of Burbank must comply with applicable regulations and development standards outlined in the BMC, such as parking standards, site maintenance, site improvements, et cetera. As such, existing trade/vocational schools are already required to comply with these regulations. As required by BMC Sections 10-1-1936 (CUP) and 10-1-1956 (AUP), new "School–Trade/Vocational" uses in the M-1 and M-2 zones shall be reviewed against applicable requirements to ensure that a given site has the capacity in terms of size and shape to accommodate the use, that the streets around the site can carry the traffic to be generated by the proposed use, and that the use is compatible with other uses on the same lot as well as those in the general area. Therefore, the proposed use which will be either subject to a CUP in the M-1 and M-2 zones, or an AUP in certain cases when located in other non-residential zones, can be expected to conform with the required conditions for the subject zones in which the use is newly proposed.

4. The proposed use will not be detrimental to the public health, safety or welfare.

   Adding "School–Trade/Vocational" in the Zoning Use List is not anticipated to be detrimental to the public health, safety or welfare. The use provides specialized skill training and education that will serve as a supporting use to the industries and businesses in industrial zones and citywide. The proposed Ordinance seeks to distinguish trade/vocational schools from the general school use which includes K-12 schools, childcare, colleges, and universities. Since trade/vocational schools are already permitted in the City, the use will continue to adhere to the requirements of Article 17 (Protections Against Nuisances) of Chapter 1, Title 10 (Zoning Regulations) of the BMC, California Building Code, and the California Fire Code. Additionally, proposed schools subject to an AUP or CUP shall be reviewed under a discretionary review process. Under this process, the operation of the school will be analyzed against required findings that must be satisfied before approved to ensure compatibility with the surrounding properties and to protect the public health, convenience, safety and welfare. Therefore, the proposed use will not result in a detrimental impact to public health, safety, or welfare.

5. The proposed use will not adversely affect the character of the zone.

   Trade/vocational schools are already permitted either by-right or under an AUP, in most of the non-residential zones and were thus deemed compatible within these zones. The proposed Ordinance extends the use to the industrial zones.

The M-1 and M-2 zones currently allow for a variety of uses including, but not limited to warehouse, manufacturing, lodging, retail and service, recreational, professional office, and media supporting uses. Additionally, the *Burbank2035* General Plan includes Land Use Element goals and policies to promote diverse land uses in these areas, which include the Golden State Commercial/Industrial and North Victory Commercial/Industrial land use designations. This Ordinance will clarify that trade/vocational schools are allowed in the majority of non-residential zones and will also facilitate new opportunities for specialized skill training and certification that can support businesses in the industrial zones in a manner consistent with the 2024-2028 Economic Development Strategic Plan and the 2025-2026 City Council Economic Development Goals focused on diversification of the economic base and retention and attraction of new businesses that support local industries. Therefore, the proposed use will continue to be compatible with other non-residential zones where the use is already permitted and will be compatible with existing uses permitted in the industrial zones and thus will not adversely affect the character of any of the non-residential zones where the use will be permitted.

6. The proposed use will not create more vehicular or other traffic than the volume normally created by any of the uses permitted.

   Since trade/vocational schools are an existing permitted use in most of the non-residential zones under the “School—Public or Private” in the Zoning Use List, the proposal to separate the use and carry over permissibility under the new use is not expected to generate more vehicular traffic where the use is already permitted. For the addition of the use to industrial zones, the M-1 and M-2 zones currently allow for a variety of uses with differing parking requirements that include uses with the most stringent parking standards such as full-service restaurants and auditorium/meeting halls. Additionally, the new “School–Trade/Vocational” use in the industrial zones will be subject to the CUP review process of which one of the six required findings is that “the site for the proposed use relates to streets and highways properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.” New trade/vocational schools in the other non-residential zones might be subject to an AUP process. Under review of an AUP or CUP, the Community Development Department’s Transportation and Planning Division will also review the trips generated by the use. If it is determined that the use may cause impacts, additional analysis, mitigation measures, conditions of approval, and/or alternatives will be required. Therefore, the proposed use is not anticipated to create more vehicular or other traffic in the non-residential zones where the use is already allowed nor more than the volume normally created by any of the uses permitted in the M-1 and M-2 industrial zones. Should a specific school subject to an AUP or CUP result in additional traffic volume, this site-specific impact shall be reviewed and considered under the entitlement review process.

7. The proposed use will not create more odor, dust, dirt, smoke, noise, vibration, illumination, glare, unsightliness, or any other objectionable influence than the amount, if any, normally created by any of the permitted uses.

   The new use proposed under the Ordinance will define trade-based educational schools as a new use allowed in the M-1 and M-2 industrial zones, subject to a CUP discretionary review process. In other non-residential zones, the use will be subject to an AUP process. The AUP and CUP processes will assess a given school's operation against required findings to assure compatibility and protect the public health, convenience, safety and welfare. Per BMC Sections 10-1-1937 and 10-1-1957, either the Director of the Community Development Department or the Planning Commission may impose further requirements and limitations on a use to regulate site and facility operation characteristics to minimize any potential impacts and nuisances. Additionally, the use must adhere to Article 17 (Protections Against Nuisances) of Chapter 1, Title 10 of the BMC the California Building Code, and the California Fire Code during building improvements and operation, as required for all businesses in the City. Therefore, the proposed use would not create more odor, dust, dirt, smoke, noise, vibration, illumination, glare, unsightliness, or any other objectionable influence than the amount, if any, normally created by other permitted uses.

8. The proposed use will not create any greater hazard of fire or explosion than the hazards normally created by any of the permitted uses.

   The proposed Ordinance separates trade/vocational schools, which provide specialized skills and training as a new use, which will continue to be allowed in the existing non-residential zones it is already permitted. Additionally, the proposal will conditionally permit the new use in existing M-1 and M-2 industrial zones. These zones allow businesses that handle, fabricate, process, and manufacture raw and potentially hazardous materials, either by-right or conditionally through a CUP. Should any proposed future school handle hazardous material, their operation shall be carefully analyzed under the CUP discretionary review process to ensure the use will not be detrimental to the surrounding properties and conditions can be imposed to safeguard public health, convenience, safety, and welfare. Further, all trade/vocational schools shall be subject to Article 17 (Protections Against Nuisances) of Chapter 1, Title 10 (Zoning Regulations) of the BMC, the California Building Code, and the California Fire Code. Therefore, the proposed use will not create any greater hazard of fire or explosion than hazards normally created by any of the permitted uses in the industrial zones and throughout the City.

9. The proposed use will not cause substantial injury to the values of property in the zone in which it is proposed to be listed or in any abutting zone.

The inclusion of the "School–Trade/Vocational" use in the Zoning Use List will provide clarity on the permissibility of the use now conditionally permitted in M-1 and M-2 zones. The additional permitted zones allow for specialized work-based training and education in the City's workforce areas helping to bolster and expand the economic base by creating schools for specific trades, which can in turn help retain and attract new businesses to the City. The proposed Ordinance requires that all new "School–Trade/Vocational" uses comply with relevant development standards and discretionary review process, if required. For those subject to a discretionary application, the process adds a layer of review that considers compatibility with surrounding properties as a required finding for approval. Moreover, the proposed Ordinance will further diversify land uses permitted in the industrial zones, which can help make the properties in these areas more viable as trade and vocational school sites to support existing and new businesses consistent with the City's Economic Development Strategies and City Council Economic Goals. Therefore, adding trade/vocational school as a separate use and extending permissibility to industrial zones is not anticipated to cause substantial injury to the values of property in which it is proposed to be listed or in any abutting zone.

P. In accordance with California Government Code Section 65860, the Council must find the Ordinance consistent with the objectives, policies, general land uses, and programs specified in the *Burbank2035* General Plan. The proposed Ordinance is consistent with the following City plans, goals, and policies:

- Land Use Element of the *Burbank2035* General Plan:

    - *Goal 6: Economic Vitality and Diversity:* Burbank has a healthy and diverse economy and provides for a full range of retail, commercial, office, and industrial uses. Businesses contribute to community character and economic vitality by supporting neighborhood, community, and regional needs and providing diverse employment options.

    - *Policy 6.1 of Goal 6:* Recruit and attract new businesses. Use these businesses to act as catalysts to attract other businesses. Continue to utilize public-private partnerships and other incentives to enhance economic vitality.

    - *Policy 12.3*: Ensure that a balanced mix of commercial and industrial uses is provided in the Golden State Commercial/Industrial area.

- Burbank 2024-2028 Economic Development Strategic Plan:

- *Goal 4:* Retain and expand Burbank's leading and emerging industries to balance the future economy.

- 2025-2026 Economic Development City Council Goal:

  - Diversify economic base and retain and attract businesses.

The proposed Ordinance adding "School–Trade/Vocational" as a new use, continues to allow for skill-based professional training throughout the City, as well as extends the use to industrial areas of Burbank, furthering several of the City's plans, goals, and policies. This enables a diverse economic base by allowing an expanded range of uses providing workforce training and development that can help and attract new businesses seeking access to these workforces and thereby enhance the City's long-term economic viability. The addition of professional schools in M-1 and M-2 industrial zones will facilitate the creation of a pipeline of trained workers for surrounding skill-based employers. Additionally, the Ordinance adds to the mixed commercial and industrial uses in these zones, reinforcing the objective of the Land Use designation for the Golden State District, which primarily consist of M-1 and M-2 zoned parcels. Thus, the proposed Ordinance not only meets the *Burbank2035* General Plan but implements City Council-adopted Economic Development Goals and the 2024-2028 Economic Development Strategic Plan.

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

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

Section 2. Amendment to Burbank Municipal Code ("BMC") Section 10-1-203 (Definitions). BMC Section 10-1-203 is hereby amended to include the following changes: (1) revise the "SCHOOL" definition to remove reference to a vocational and professional school, (2) remove the "TRADE SCHOOL" definition, and (3) add "SCHOOL–TRADE/VOCATIONAL " definition that will include a variety of vocational schools, as shown in Exhibit A to this Ordinance, attached and incorporated herein.

Section 3. Amendment to BMC Section 10-1-502, Uses in All Zones (Except Residential Zones). Table 10-1-502 is hereby amended under sub-header Recreation, Education, and Assembly to add "School–Trade/Vocational" as a new use permitted as shown in Exhibit B to this Ordinance, attached and incorporated herein.

Section 4. Amendment to BMC Section 10-1-1408 (Space Required). BMC Sections 10-1-1408 is hereby amended and restated to establish a parking standard for the SCHOOL–TRADE/VOCATIONAL use as shown in Exhibit C of this Ordinance, attached and incorporated herein.

Section 5. Severability. If any provision of this Ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect other

provisions, sections, or applications of the Ordinance, which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

Section 6. **Environmental Assessment.** This Ordinance is not subject to the California Environmental Quality Act (Public Resources Code Section 21000 et seq,) ("CEQA"). The activity is covered by the "common-sense" exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines § 15061(b)(3)). Furthermore, pursuant to CEQA Guidelines Section 15378, this Ordinance is not considered a "project" subject to the requirements of CEQA because the Ordinance has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment but instead involves administrative and procedural updates to the BMC. The Ordinance does not effectuate any approvals of the use on a particular site. The City Planner shall file a Notice of Exemption with the Los Angeles County Clerk and the State Clearinghouse, within 5 days of the City Council's approval.

Section 7. Effective Date. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

PASSED AND ADOPTED this 16th day of December 2025.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Jill Vander Borght
Jill Vander Borght
Chief Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 25-4,036 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 16th day of December 2025, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following its December 16, 2025, 2025 adoption.

s/Kimberley Clark
Kimberley Clark, City Clerk

EXHIBIT A TO ATTACHMENT 1

Amendments to Burbank Municipal Code Section 10-1-203 (Definitions) to amend the existing definition of "SCHOOL" to remove reference to vocational and professional schools, establish a new definition for "SCHOOL– TRADE/VOCATIONAL" that will include a broad variety of vocational schools, and remove the "TRADE SCHOOL" definition.

Revisions are **Bold and underlined** and deletions are marked in ~~strikethrough~~:

SCHOOL: Means an establishment or facility used as an institution of learning ~~for minors,~~ whether public or private. This can include institutions that, ~~which~~ offer instruction in those courses of study required by the State Education Code, ~~or~~ which ~~is~~ **are** maintained pursuant to **the** standards set by the State Board of Education. This definition includes a child day care facility, kindergarten, elementary school, junior high school, senior high school, **colleges, universities and** ~~or~~ any special institution of learning under the jurisdiction of the State **Board** ~~Department~~ of Education ~~and a Vocational or a professional institution~~. This definition also includes child day care facilities utilized at a school location which are licensed by the State Department of Social Services and the City of Burbank. **This definition does not include School- Trade/Vocational.**

SCHOOL—TRADE/VOCATIONAL: Means an establishment or facility used as an institution of learning that provides specialized training and education in various trades and technical fields that may provide a degree in conjunction with certification. These schools focus on practical, hands-on skills that prepare students for specific careers, such as plumbing, electrical, automotive repair, culinary arts, healthcare, and more.

~~TRADE SCHOOL: Means an institution offering instruction in a trade or vocation that is not of an academic or professional nature.~~

EXHIBIT B TO ATTACHMENT 1

Amendment the Zoning Use List in BMC 10-1-502 under sub-heading Recreation, Education, and Assembly to add "School–Trade/Vocational" as a new use subject to a Conditional Use Permit (CUP) in M-1 (Limited Industrial) and M-2 (General Industrial) zones and continue to allow in other non-residential zones by-right or subject to an AUP, based on the zone or its proximity to residential zones.

The new use and permissibility are **Bold** and underlined.

City of Burbank Zoning Use List | BMC Section 10-1-502

P = permitted	**CUP = Conditional Use Permit required**	**AUP = Administrative Use Permit required**	
(blank) = prohibited	**[CUP] = CUP required if residentially adjacent as defined in 10-1-203**	**[AUP] = AUP required if residentially adjacent as defined in 10-1-203**	
[PRH] = prohibited if residentially adjacent as defined in 10-1-203	**S = When required by State preemption law**		

LAND USE	C-2	C-3	C-4	M-1	M-2	MDM-1	MDC-2	MDC-3	MDC-4	NB	GO	RC	C-R	RBP	BCC-1	BCC-2	BCC-3	BCCM	MPC-1	MPC-2	MPC-3	OS	AP	RR	AD	2021-2029 HEOS-OZ
Schools - public or private	P [AUP]	P [AUP]	P [AUP]				P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	P [AUP]	AUP	AUP	AUP					[16]
School - public or private (existing before Jan. 1, 1991)						P																				
School – Trade/ Vocational	**P [AUP]**	**P [AUP]**	**P [AUP]**	**CUP**	**CUP**		**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**P [AUP]**	**AUP**	**AUP**	**AUP**					~~18~~

EXHIBIT C TO ATTACHMENT 1

Amendments to BMC Section 10-1-1408 (Spaces Required) to establish a parking standard for the SCHOOL–TRADE/VOCATIONAL use.

Parking standard addition is **Bold** and underline. Deletions are marked in strikethrough:

DIVISION 2. PARKING REQUIREMENTS

10-1-1408: SPACES REQUIRED:

The following off-street parking spaces shall be provided:

Uses	Parking Spaces Requires
1. Residential Uses:	As provided for each residential zone in Article 6 of this chapter.
2. Commercial Uses Outside of Central Business District Downtown Parking Area:	
(a) Banks and savings and loan institutions	4 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(b) Bowling Alleys	4 spaces for each bowling lane.
(c) Gymnasiums and health studios	6 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(d) Offices - General	3 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(e) Offices - Medical	5 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(f) Mortuaries and funeral homes	1 space for every 3 fixed seats and 1 space for each 21 sq. ft. of adjusted gross floor area available for assembly without fixed seats.
(g) Places of public assembly[1], banquet facilities, exhibition halls, theaters, and convention halls	1 space for every 5 fixed seats and 1 space for each 28.6 sq. ft. of adjusted gross floor area available for assembly without fixed seats.

Uses		Parking Spaces Requires
(h)	Restaurant with full service, fast service2; cocktail lounge/bar	10 spaces for each 1,000 sq. ft. of adjusted gross floor area. 3.3 spaces for each 1,000 sq. ft. of adjusted gross floor area with an Administrative Use Permit.
(i)	Restaurants, cafes, cocktail lounges and bars, which are an integral part of a hotel or motel	5 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(j)	General - retail	3.3 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(k)	Shopping centers	5 spaces for each 1,000 sq. ft. of adjusted gross floor area.
(l)	Mini-malls	10 spaces for each 1,000 sq. ft. of adjusted gross floor area, or 1 space for each 100 sq. ft. of adjusted gross floor area. (Conditional Use Permit may reduce up to 50 percent required parking).
(m)	Museum	1 space for each 300 sq. ft. of exhibit area and 1 space for every 5 seats, depending on the exact nature of the museum.
(n)	Arcades/billiard parlors	5 spaces for each 1000 sq. ft. of adjusted gross floor area. (Additional parking spaces are required pursuant to Section10-1-1405.5)
(o)	Personal or Physical Arts Studio, Rehearsal Studio	
	(less than 1,500 sq. ft.)	3.3 spaces for each 1,000 sq. ft. of adjusted gross floor area.
	(1,500 sq. ft. to 2,500)	4 spaces for each 1,000 sq. ft. of adjusted gross floor area.

Uses		Parking Spaces Requires
	(greater than 2,500 sq. ft.)	6 spaces for each 1,000 sq. ft. of adjusted gross floor area.
3. Commercial Uses Inside the Central Business District Downtown Parking Area:		
4. Industrial Uses:		
	(a) Manufacturing and industrial and wholesale trade.	1 space for each 500 sq. ft. of adjusted gross floor area.
	(b) Warehouses and buildings used in whole or in part for storage purposes.	1 space for each 1,000 sq. ft. of adjusted gross floor area.
5. Other Uses:		
	(a) Convalescent homes	5 spaces for every 12 beds or fraction thereof.
	(b) Hospitals	Conditional Use Permit.
	(c) Clubs	1 space guest room.
	(d) Hotels and motels	1 space for each room.
	(e) Automotive repair shops	3 spaces for each bay or 1 space for each 250 sq. ft. of adjusted gross floor area, whichever is greater. Service bays shall not be counted as required spaces.
	(f) Child Day Care Facilities	1 space for every 8 children and 1 space for each State Department of Social Services required employee.
	(g) School–Trade/Vocational	**1 space per student. Reductions to this parking rate may be granted, subject to the Conditional Use Permit (CUP) process as specified in BMC Section 10-1-1934 et. seq. or the applicable discretionary review application required**

Uses		Parking Spaces Requires
		for the use. The applicant shall provide a parking study prepared by a qualified professional to justify the reduced parking rate. Updates to previously approved parking reductions may be granted under a CUP/AUP Minor Modification, subject to the consideration of a parking study prepared by a qualified professional to justify the reduced parking rate.
~~(g)~~ **(h)**	Sober Living Facility	1 on-site parking space for every 3 residents and 1 additional on-site parking space for each on-site resident manager and 1 space for each 28.6 square feet of meeting area used for assembly purposes if meetings area used for assembly purposes if meetings are held involving persons other than residents of the facility.
~~(h)~~ **(i)**	Massage Parlors	5 spaces for each 1,000 feet of adjusted gross floor area
~~(i)~~ **(j)**	Adult businesses	As specified in Section 10-1-1120
~~(j)~~ **(k)**	Designated Media-Related Uses within 150 Feet of Residentially-Zone Property:	
	(i) Film and Sound Editing	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
	(ii) Studio - Art and Graphic Arts	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
	(iii) Studio - Broadcasting	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
	(iv) Studio - Recording	

Uses		Parking Spaces Requires
(v)	Video, Audio, Film Duplication	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(vi)	Video, Audio, Film Storage/Vault	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(vii)	Foley Stage (Sound Effects)	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(viii)	Film/TV sound mixing - no seating area	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(ix)	Motion Picture Studio	3.3 spaces for each 1000 sq. ft. of adjusted gross floor area.[3]
(x)	Rehearsal Studios - no recording equipment	Conditional Use Permit[3]
(xi)	Sound Stages	Conditional Use Permit[3]
~~(k)~~	Uses not specified	Conditional Use Permit[3]
(l)		To be determined by the Planning Commission based upon comparable requirements for specified uses.

1 Places of Public Assembly shall include the following: a music recording studio with more than 1000 sq. ft. of adjusted gross floor area per single room of recording area; a mixing studio with more than 1000 sq. ft. of adjusted gross floor area per single room of recording area; a music scoring stage/room with more than 1000 sq. ft. of adjusted gross floor area; a voice over/ADR (Automated Dialog Replacement) stage larger than 600 sq. ft. of adjusted gross floor area; voice audition/casting room or office; any single recording room/space larger than 1000 sq. ft. of adjusted gross floor area; a film/tv mixing stage with more than ten (10) fixed audience seats, and; a screening room larger than 300 sq. ft. of adjusted gross floor area, or with more than ten (10) fixed seats.

2 Restaurant uses up to 2,000 square feet in gross floor area may locate in a space previously occupied by a retail or office tenant without having to provide additional parking with approval of an Administrative use Permit (AUP).

3 For portion of use utilized as “place of public assembly,” use must meet parking requirement for places of public assembly set forth in this section. [Amended by Ord. 22-3,983, eff. 12/16/22; Formerly numbered Section 31-165; 3776, 3568, 3557, 3537, 3491, 3464, 3457, 3400, 3316, 3298, 3284, 3109, 3058, 2829, 2698, 2599, 2193.]

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: December 16, 2025

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: Katie Picha, Administrative Officer

SUBJECT: Adoption of an Ordinance Establishing Article 10 Use of Gas-Powered Leaf Blowers Prohibited in Chapter 1 Health, Title 4 Health and Sanitation of the Burbank Municipal Code and Amending Section 214 Restrictions on Leaf Blower Operation in Chapter 3, Title 9 of the Burbank Municipal Code

RECOMMENDATION

Adopt AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 10 USE OF GAS-POWERED LEAF BLOWERS PROHIBITED IN CHAPTER 1 HEALTH, TITLE 4 HEALTH AND SANITATION OF THE BURBANK MUNICIPAL CODE AND AMENDING SECTION 214 RESTRICTIONS ON LEAF BLOWER OPERATION IN CHAPTER 3, TITLE 9 OF THE BURBANK MUNICIPAL CODE (Attachment 1).

SUMMARY

The above-entitled Ordinance was introduced at a Joint Meeting of the City Council and Burbank Housing Authority on December 9, 2025. Council Members Anthony, Mullins, Rizzotti, Vice Mayor Takahashi, and Mayor Perez were present. The Ordinance establishes Article 10 Use of Gas-Powered Leaf Blowers in Chapter 1 Health, Title 4 Health and Sanitation of the Burbank Municipal Code (BMC). This Ordinance bans the use of gas-powered leaf blowers in the City of Burbank. Additionally, the Ordinance also amends Section 214 Restriction on Leaf Blower Operation in Chapter 3, Title 9 of the BMC. The amendment updates the BMC definition of a leaf blower.

Vote at Introduction:

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

This Ordinance is now presented for adoption.

ENVIRONMENTAL REVIEW

The Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA). Staff recommends that the Council find the Ordinance is exempt from review under CEQA (Public Resources Code § 21000 et seq,) pursuant to § 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment. No unusual circumstances exist that would preclude the use of this exemption. Furthermore, pursuant to CEQA Guidelines § 15378, this Ordinance is not considered a "project" subject to the requirements of CEQA because the Ordinance has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

Implementing a ban on the use of gas-powered leaf blowers will result in additional costs to the City estimated at $185,720.72 in one-time costs to upgrade/replace the City's equipment and vehicles with ongoing operating costs. For the City's large maintenance contracts, it is estimated that the pass-through costs for upgrading equipment, charging infrastructure and multiple batteries needed to complete a day's work may result in a 15% to 30% increase; for the Citywide Landscape Maintenance Contract overseen by Public Works this could result in additional recurring charges of between $26,000 to $54,000 per year for a standard five-year agreement. These estimates do not include the recurring costs of maintenance and electricity for charging and implementation costs for enforcement measures. The City is eligible to apply for the Commercial Electric Lawn and Garden Equipment Incentive & Exchange Program, which reduces the purchase price of commercial-grade battery electric lawn and garden equipment by up to 85%.

ATTACHMENT

Attachment 1 – Ordinance

ORDINANCE NO._____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 10 USE OF GAS-POWERED LEAF BLOWERS PROHIBITED IN CHAPTER 1 HEALTH, TITLE 4 HEALTH AND SANITATION OF THE BURBANK MUNICIPAL CODE AND AMENDING SECTION 214 RESTRICTIONS ON LEAF BLOWER OPERATION IN CHAPTER 3, TITLE 9 OF THE BURBANK MUNICIPAL CODE

City Attorney's Synopsis

This Ordinance establishes Article 10 in Title 4, Chapter 1 of the Burbank Municipal Code by prohibiting the use of gas-powered leaf blowers within the City of Burbank. The purpose of this Ordinance is to reduce the City's emissions of high levels of pollutants which contribute to significant air quality issues and align the City with California's aim to transition to zero-emission equipment to meet federal air quality standards. Furthermore, this Ordinance will amend Title 9, Chapter 3, Section 214 restrictions on leaf blower operations.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. The California Legislature has recognized that gas-powered small off-road engines (SOREs), such as those used in leaf blowers, emit high levels of air pollutants, including oxides of nitrogen, reactive organic gases, and particular matter contributing to the formation of ozone and climate chance.

B. To combat air pollutant emissions, California Assembly Bill 1346 added Health and Safety Code § 43018.11 requiring the California Air Resources Board (CARB) to adopt cost-effective and technologically feasible regulations to prohibit engine exhaust and evaporative emissions from new SOREs.

C. CARB updated SORE regulations requiring new engines (Model Year 2024 or later) to be certified and labeled to meet emission standards and other requirements. Furthermore, the new regulations require all sales of new SOREs, including gas-powered leaf blowers, to be zero-emission. There are no bans on the possession, use, repair, or sale of existing equipment (Model Year 2023 and earlier), provided that the equipment complies with the CARB emission requirements applicable to those earlier models.

D. The quality of life in the City of Burbank can be affected by air contamination and noise experienced by those who live, work, and recreate within the City.

E. The City of Burbank desires to protect the health, safety, and welfare of its residences, and the environment through the prohibition of gas-powered leaf blowers City-wide.

F. The City Council exercises its independent judgement and finds that this Ordinance is exempt from review under the California Environmental Quality Act (Public Resources Code Section 21000 et seq,) (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment. No unusual circumstances exist that would preclude the use of this exemption. Furthermore, pursuant to CEQA Guidelines Section 15378, this Ordinance is not considered a "project" subject to the requirements of CEQA because the Ordinance has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

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

1. The above findings are true and correct and are hereby incorporated by reference.

2. Title 4, Chapter 1, Article 10 of the Burbank Municipal Code is hereby established to read as follows:

"**ARTICLE 10. USE OF GAS-POWERED LEAF BLOWERS PROHIBITED**

4-1-1001: DEFINITIONS

GAS-POWERED LEAF BLOWER: means any machine, powered by a gasoline engine which is used to blow leaves, dirt and other debris off sidewalks, driveways, lawns and any other surfaces.

4-1-1002: PROHIBITION ON THE USE OF GAS-POWERED LEAF BLOWERS WITHIN CITY LIMITS:

Commencing January 1, 2027, it shall be unlawful for any person to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose within the City of Burbank. Notwithstanding the preceding sentence, the person responsible for any violation of this subsection, regardless of ownership of the gas-powered leaf blower, shall be the person responsible for authorizing the work done using a gas-powered leaf blower.

4-1-1003: VIOLATIONS

The following remedies, in addition to any other remedies allowed by law, are available for violations of this Article:

A. Administrative Fine. Any person who violates any provision of this Article may be subject to administrative fines pursuant to BMC 1-1-108.1.

B. Infraction. Any person who violates any provision of this Article shall be guilty of an infraction punishable by a fine of not more than one-hundred dollars ($100.00), and for a second conviction within a period of one year by a fine of not more than two hundred dollars ($200.00), and for a third or any subsequent conviction within a period of one year by a fine of not more than five hundred dollars ($500.00).

4-1-1004: SEVERABILITY:

If any subsection, sentence, clause or phrase of this Article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The Burbank City Council declares that it would have adopted this Article, each and every section, and each and every subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional."

3. Title 9, Chapter 3, Article 2, Section 214, of the Burbank Municipal Code is hereby amended and restated to read as follows (additions are marked in red and underlined):

"**9-3-214. RESTRICTIONS ON LEAF BLOWER OPERATION:**

A. Definitions:

LEAF BLOWER: Any machine however powered used to blow leaves, dirt and other debris off sidewalks, driveways, lawns and other surfaces. This definition shall not apply to gas-powered leaf blowers which are prohibited by BMC 4-1-1001 et. al.

PARCEL: An area of real property with a separate and distinct number or other designation shown on a plat recorded in the office of the County Recorder. Contiguous parcels owned by the same individual or entity shall be considered one parcel for the purposes of this section.

B. Time Restrictions: No person shall operate a leaf blower within a residential zone or within two hundred feet (200') of a residential zone between the hours of six o'clock (6:00) P.M. to eight o'clock (8:00) A.M.

C. Duration of Use: No person shall operate any leaf blower within a residential zone or within two hundred feet (200') of a residential zone for more than fifteen (15) minutes per hour on parcels less than one-half (1/2) acre and no more than thirty (30) minutes per hour on parcels greater than one-half (1/2) acre.

D. Number of Leaf Blowers: No person shall operate more than one leaf blower per parcel within any residential zone or within two hundred feet (200') of a residential zone.

E. Debris Restriction: No person shall operate any leaf blower within the City in such a way as to blow leaves, dirt, and other debris on to adjoining properties and public rights of way and to allow the material to remain there for more than fifteen (15) minutes. [Added by Ord. No. 3122; Formerly Numbered Section 21-37; Renumbered by Ord. No. 3058, eff. 2/21/87; 2383.]"

4. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

5. The City Manager, City Clerk, or their designee, is authorized to execute any action necessary to codify this Ordinance into the Burbank Municipal Code.

6. The City Clerk will certify to the passage of this ordinance and cause the City Attorney Synopsis of this ordinance to be published once in a newspaper of general circulation within 14 days of adoption, that is published and circulated in the City of Burbank, California, or as required by applicable law.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
Nikki Perez
Mayor

Attest

_____
Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

By: _____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. _____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following its ___, 2025 adoption.

_____
Kimberley Clark, City Clerk

Eff.: 01-16-2026 ORDINANCE NO. 25-4,037

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK ESTABLISHING ARTICLE 10 USE OF GAS-POWERED LEAF BLOWERS PROHIBITED IN CHAPTER 1 HEALTH, TITLE 4 HEALTH AND SANITATION OF THE BURBANK MUNICIPAL CODE AND AMENDING SECTION 214 RESTRICTIONS ON LEAF BLOWER OPERATION IN CHAPTER 3, TITLE 9 OF THE BURBANK MUNICIPAL CODE

City Attorney's Synopsis

This Ordinance establishes Article 10 in Title 4, Chapter 1 of the Burbank Municipal Code by prohibiting the use of gas-powered leaf blowers within the City of Burbank. The purpose of this Ordinance is to reduce the City's emissions of high levels of pollutants which contribute to significant air quality issues and align the City with California's aim to transition to zero-emission equipment to meet federal air quality standards. Furthermore, this Ordinance will amend Title 9, Chapter 3, Section 214 restrictions on leaf blower operations.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. The California Legislature has recognized that gas-powered small off-road engines (SOREs), such as those used in leaf blowers, emit high levels of air pollutants, including oxides of nitrogen, reactive organic gases, and particular matter contributing to the formation of ozone and climate chance.

B. To combat air pollutant emissions, California Assembly Bill 1346 added Health and Safety Code § 43018.11 requiring the California Air Resources Board (CARB) to adopt cost-effective and technologically feasible regulations to prohibit engine exhaust and evaporative emissions from new SOREs.

C. CARB updated SORE regulations requiring new engines (Model Year 2024 or later) to be certified and labeled to meet emission standards and other requirements. Furthermore, the new regulations require all sales of new SOREs, including gas-powered leaf blowers, to be zero-emission. There are no bans on the possession, use, repair, or sale of existing equipment (Model Year 2023 and earlier), provided that the equipment complies with the CARB emission requirements applicable to those earlier models.

D. The quality of life in the City of Burbank can be affected by air contamination and noise experienced by those who live, work, and recreate within the City.

E. The City of Burbank desires to protect the health, safety, and welfare of its residences, and the environment through the prohibition of gas-powered leaf blowers City-wide.

F. The City Council exercises its independent judgement and finds that this Ordinance is exempt from review under the California Environmental Quality Act (Public Resources Code Section 21000 et seq,) (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment. No unusual circumstances exist that would preclude the use of this exemption. Furthermore, pursuant to CEQA Guidelines Section 15378, this Ordinance is not considered a "project" subject to the requirements of CEQA because the Ordinance has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

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

1. The above findings are true and correct and are hereby incorporated by reference.

2. Title 4, Chapter 1, Article 10 of the Burbank Municipal Code is hereby established to read as follows:

"**ARTICLE 10. USE OF GAS-POWERED LEAF BLOWERS PROHIBITED**

4-1-1001: DEFINITIONS

GAS-POWERED LEAF BLOWER: means any machine, powered by a gasoline engine which is used to blow leaves, dirt and other debris off sidewalks, driveways, lawns and any other surfaces.

4-1-1002: PROHIBITION ON THE USE OF GAS-POWERED LEAF BLOWERS WITHIN CITY LIMITS:

Commencing January 1, 2027, it shall be unlawful for any person to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose within the City of Burbank. Notwithstanding the preceding sentence, the person responsible for any violation of this subsection, regardless of ownership of the gas-powered leaf blower, shall be the person responsible for authorizing the work done using a gas-powered leaf blower.

4-1-1003: VIOLATIONS

The following remedies, in addition to any other remedies allowed by law, are available for violations of this Article:

A. Administrative Fine. Any person who violates any provision of this Article may be subject to administrative fines pursuant to BMC 1-1-108.1.

B. Infraction. Any person who violates any provision of this Article shall be guilty of an infraction punishable by a fine of not more than one-hundred dollars ($100.00), and for a second conviction within a period of one year by a fine of not more than two hundred dollars ($200.00), and for a third or any subsequent conviction within a period of one year by a fine of not more than five hundred dollars ($500.00).

4-1-1004: SEVERABILITY:

If any subsection, sentence, clause or phrase of this Article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The Burbank City Council declares that it would have adopted this Article, each and every section, and each and every subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional."

3. Title 9, Chapter 3, Article 2, Section 214, of the Burbank Municipal Code is hereby amended and restated to read as follows (additions are marked in red and underlined):

"**9-3-214. RESTRICTIONS ON LEAF BLOWER OPERATION:**

A. Definitions:

LEAF BLOWER: Any machine however powered used to blow leaves, dirt and other debris off sidewalks, driveways, lawns and other surfaces. <u>This definition shall not apply to gas-powered leaf blowers which are prohibited by BMC 4-1-1001 et. al.</u>

PARCEL: An area of real property with a separate and distinct number or other designation shown on a plat recorded in the office of the County Recorder. Contiguous parcels owned by the same individual or entity shall be considered one parcel for the purposes of this section.

B. Time Restrictions: No person shall operate a leaf blower within a residential zone or within two hundred feet (200') of a residential zone between the hours of six o'clock (6:00) P.M. to eight o'clock (8:00) A.M.

C. Duration of Use: No person shall operate any leaf blower within a residential zone or within two hundred feet (200') of a residential zone for more than fifteen (15) minutes per hour on parcels less than one-half (1/2) acre and no more than thirty (30) minutes per hour on parcels greater than one-half (1/2) acre.

D. Number of Leaf Blowers: No person shall operate more than one leaf blower per parcel within any residential zone or within two hundred feet (200') of a residential zone.

E. Debris Restriction: No person shall operate any leaf blower within the City in such a way as to blow leaves, dirt, and other debris on to adjoining properties and public rights of way and to allow the material to remain there for more than fifteen (15) minutes. [Added by Ord. No. 3122; Formerly Numbered Section 21-37; Renumbered by Ord. No. 3058, eff. 2/21/87; 2383.]"

4. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

5. The City Manager, City Clerk, or their designee, is authorized to execute any action necessary to codify this Ordinance into the Burbank Municipal Code.

6. The City Clerk will certify to the passage of this ordinance and cause the City Attorney Synopsis of this ordinance to be published once in a newspaper of general circulation within 14 days of adoption, that is published and circulated in the City of Burbank, California, or as required by applicable law.

PASSED AND ADOPTED this 16th day of December 2025.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Approved as to Form
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

By: _s/Ray Johal_____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 25-4,037 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 16th day of December 2025, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following its December 16, 2025, adoption.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: December 16, 2025

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
VIA: David Kriske, Assistant Community Development Director – Transportation
BY: Nick Burant, Senior Administrative Analyst

SUBJECT: Adoption of a Resolution Making Findings Regarding the Continuing Need for Unexpended Balances of Development Impact Fees and Review of Development Impact Fee Funds as of June 30, 2025

RECOMMENDATION

1. Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK MAKING FINDINGS REGARDING THE CONTINUING NEED FOR UNEXPENDED BALANCES OF IMPACT FEES AS OF JUNE 30, 2025; and
2. Note and file Review of Development Impact Fee Funds as of June 30, 2025.

BACKGROUND

The purpose of this report is to provide the State-required annual summary of revenues and expenditures of the City of Burbank's Development Impact Fee (DIF) funds, and to adopt findings that demonstrate the City's continuing need to collect DIFs to fund infrastructure that supports new development. Under the California Mitigation Fee Act (Assembly Bill (AB) 1600), cities and counties have the authority to implement DIFs. This allows cities and counties to collect funds from new development projects to cover public infrastructure, facilities, improvements, service, and community amenity costs related to the new development's proportionate share of impact on those facilities. DIFs are prohibited from funding operation and maintenance and cannot be collected or used to cover existing capital or infrastructure deficiencies.

The City currently imposes DIFs on all new residential and nonresidential development to fund transportation projects and certain community facilities (including Parks and Recreation, Police, Library, Fire, and Information Technology) that are needed to offset impacts caused by new development. The City collects DIFs at the time building permits are issued. These funds are then held in a DIF fund to be used to construct the necessary improvements in the future. The currently adopted DIFs are listed in the Fiscal Year (FY) 2024-2025 DIF Fee Schedule (Attachment 2); the list of project categories eligible for DIF funding are listed below in Table 1.

Table 1: DIF Categories

Category	Improvements
Police	• Capital facilities and equipment (e.g., equipment) necessary to accommodate growth
Fire	• Capital facilities and equipment (e.g., vehicles) necessary to accommodate growth
Library	• Capital facilities and improvements necessary to accommodate growth
Parks and Recreation	• Park and recreation facility improvements necessary to accommodate growth
Transportation	• Additions and improvements to the City's transportation infrastructure to accommodate future traffic volumes, including infrastructure supporting vehicle, transit, pedestrian, and bicycle modes
Information Technology	• Information Technology infrastructure and systems necessary to accommodate growth

Since the implementation of the City's DIF program, expenditures have been contributed to the funding of various important capital projects, including:

- Picnic Facility Improvements at McCambridge Park;
- Picnic Facility Improvements at Verdugo Park
- Central Library Children's and Teens' Areas;
- Buena Vista Library improvements;
- Library operating equipment;
- Police and Fire Headquarters building;
- Intersection Improvements;
- Interstate 5 / Empire Interchange;
- Burbank Channel Bikeway
- McCambridge Ballfield Light Modernization; and
- Brace Canyon Park Ballfield

The City's DIF program has been instrumental in ensuring that the City's transportation system and community facilities grow in concert with the new development that impacts

these facilities. In addition, for several of the projects (particularly transportation projects), DIF provided local funding leverage to help the City secure much larger grants and other funding assistance for projects. It should be noted that certain categories of infrastructure improvements, like water, sewer, storm drain, and electrical system improvements, are not funded by DIFs but instead are funded through other user fees and funding programs. With the update of the *Burbank2035* General Plan, Citywide Complete Our Streets Plan, and the City's recent housing policies, the Council approved an updated DIF program on June 21, 2022, which increased fee levels, added an additional fee category for Information Technology, and expanded the application of transportation fees to housing development projects. The purpose of the updated DIF program is to continue to ensure that new development pays its fair share of the new facilities and infrastructure necessary to accommodate impacts resulting from that new development. The updated DIF program also created a tiered system to incentivize affordable housing production. The tiered system helps set the appropriate DIF levels that strike the balance between requiring new development to contribute toward their impacts on needed infrastructure while at the same time supporting other City goals required to build and protect neighborhoods

DISCUSSION

State law requires that the City periodically provide reports and make findings to support the ongoing implementation of the current fee program. These requirements include 1) an annual report of receipts, expenditures, and status of DIF funds, and 2) adoption of findings every five years providing specific information about certain fund balances.

Annual Report

Under AB 1600, Government Code Section 66006 requires the City to produce an annual report on the status of each development impact fee account or fund (Attachment 2). Funds collected through the DIF program are deposited into separate accounts and tracked for each facility type or use (Police, Fire, Parks, Libraries, Information Technology, Transportation, and Administration). Table 2 provides a summary of the beginning balance of each fund category, the amount of fees collected, and interest earned for FY 2024-2025 covered by this annual report. Additionally, the summary shows the ending fund balances available in each category that are not earmarked towards specific projects or uses.

As of June 2025, the DIF accounts had a total cash balance of approximately $28 million. However, about 57% of this cash balance is tied to projects in progress or planned through the five-year Capital Improvement Program (CIP) approved by the City Council as part of the City's adopted budget, including those listed in Table 4. Considering pending payments and anticipated grant reimbursements, the total ending balance in FY 2024-2025 was $16 million. At this time, all fees being collected pursuant to the DIF Program have been earmarked for current or future capital projects necessary to maintain the current levels of service to serve new development.

Table 2: FY 2024-2025 DIF Beginning Balances, Revenues, and Ending Balances

	Transportation	CDD Admin	Fire	Police	IT	Library	Parks	Total
Beginning Balance	**$17,594,579**	**$436,733**	**$378,216**	**$986,496**	**$61,028**	**$2,013,783**	**$3,657,540**	**$25,128,375**
DIF Collected	$979,076	$70,490	$47,029	$35,847	$42,381	$176,556	$260,632	$1,612,011
Interest Collected	$1,116,937	$14,964	$12,519	$27,522	$2,632	$66,375	$121,101	$1,362,049
Rental Revenue	$61,168	$-	$-	$-	$-	$-	$-	$61,168
Market-Value Adjustment	$3,379,698	$311	$-	$-	$-	$-	$-	$3,380,010
Expenditures	$1,945,063	$-	$52,910	$391,925	$-	$54,580	$107,708	$2,552,187
AP and AR Adjustments	$(959,482)							
Cash Balance	**$20,226,913**	**$522,498**	**$384,853**	**$657,941**	**$106,041**	**$2,202,133**	**$3,931,566**	**$28,031,945**
Funds Encumbered to Projects	**$(11,357,432)**	**$-**	**(342,500)**	**$(907,320)**	**$-**	**$(52,276)**	**$(3,505,005)**	**(16,164,533)**
Pending Payments	$51,858	$-	$-	$-	$-	$388	$25,083	**$77,329**
Pending Revenue/Grant Reimbursements	$(3,148,409)	$-	$-	$-	$-	$-	$(3,451)	**$(3,151,860)**
Ending Balance	**$12,386,586**	**$522,498**	**$95,263**	**$142,546**	**$106,041**	**$2,204,824**	**$555,901**	**$16,013,661**

In FY 2024-2025, each department used DIF to fund infrastructure and facility improvements needed to accommodate growth and maintain public service standards. Table 3 lists only the projects that spent DIF funds in FY 2024-2025 and each project's total expenditures to-date (including the percentage of the project expenditures paid with DIFs). Those projects partially budgeted with DIF funds were supported by additional sources, including City and grant funds. During FY 2024-2025, no interfund transfers or loans were made from the DIF accounts and no DIF refunds or re-allocations were made pursuant to Government Code 66001.

Table 3: Public Improvement Projects with FY 2024-2025 DIF Expenditures

Project	Total Project Expenditures as of June 2025	Percent DIF
GSSP/HSR Station Area Plan[1]	$ 1,132,362.91	76%
Downtown Burbank TOD Plan[1]	$ 119,906.16	10%
San Fernando Connector/Empire[2]	$ 6,392,871.39	100%
San Fernando Bikeway[1]	$ 1,846,341.12	97%

[1] These projects are partially or fully grant-funded and fronted with DIF funds. The DIF-Funded % will be fully reimbursed by the grant less local match, if applicable.
[2] This project is the local contribution to the $355 million Interstate-5 North/Empire Interchange Project. A portion of the DIF funding is reimbursed by Caltrans.

Interstate 5 Mitigation - Empire Interchange[1]	$ 574,426.35	100%
Chandler Bikeway Extension[1]	$ 107,270.64	100%
FS 11 Kitchen Modern FAC	$ 52,910.00	97%
Police/Fire HQ Flooring FAC	$ 385,030.13	59%
Jail Door Access Control	$ 31,795.01	56%
PD HQ Fire11 Surveillance Sys	$ 2,134.93	100%
McCambridge Playground Replacement	$ 71,250.00	4%
Library Operating Equipment	$ 54,580.21	100%
George Izay Park Master Plan	$ 192,553.17	73%

Of the FY 2024-2025 CIP projects fully or partially budgeted with DIF funds, Table 4 identifies those completely financed projects that do not anticipate requiring additional DIFs and provides each project's approximate construction start dates.

Table 4: FY 2024-2025 CIP Projects and Approximate Construction Start Dates

Project	Approximate Construction Date[3]
San Fernando Connector/Empire	FY 2014-2015
San Fernando Bikeway	FY 2025-2026
Police/Fire Headquarters Flooring	FY 2022-2023
Interstate-5 Mitigation Empire Interchange	FY 2014-2015
Chandler Bikeway Extension	FY 2026-2027
First Street Bike Lane	FY 2025-2026
Rancho Providencia NPP[4]	No Date
Jail Door Access Control	FY 2023-2024
First Street Village Soundwall[5]	FY 2025-2026
Police Headquarters and Fire Station 11 Facility Surveillance Video Storage	FY 2023-2024
Fire Station 11 Kitchen Modern FAC	FY 2023-2024
Brace Canyon Park Ballfield	FY 2024-2025
Dick Clark Dog Park	FY 2023-2024
First Street Pocket Park	FY 2024-2025
McCambridge Park Pool Replacement	FY 2026-2027
Glenoaks and First Signal Improvements	FY 2023-2024
Olive Bridge Replacement	FY 2035-2036

State law and the City's Municipal Code requires the information presented above be made publicly available at least 15 days prior to the regular City Council meeting at which the item will be reviewed. A memorandum (Attachment 2) containing the required information pursuant to Government Code Section 66006 was available for public review at the City Clerk's Office and on the City website on December 1, 2025.

[3] Projects with dates that have passed are in construction.
[4] This project is a planning effort to support future minor improvements in the Rancho Providencia Neighborhood.
[5] This project was cancelled, and no DIF funds were expended on this project.

Five-Year Report

In addition to the annual report, the City is required to make findings every five years with respect to unexpended funds, identifying the purpose to which the fee is to be used and demonstrating a reasonable relationship between the fee and the purpose for which it was charged.

The Parks, Library, Fire, Police, and Administration sub-funds each have DIFs collected over five years ago that remain unexpended. As a result, the attached resolution, which is presented to Council for adoption, makes the following required findings with respect to these unexpended funds:

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing incomplete improvements.
4. Designate the approximate dates on which the funding identified in number 3 is expected to be deposited into the appropriate account or fund.

Although the Transportation Improvement sub-fund has no funds approaching five years old, a significant portion of the sub-fund balance includes grant reimbursements that are the result of the City's ability to leverage Transportation Improvement Fees to secure third-party grant funding for transportation projects. While not required by the Mitigation Fee Act, the proposed Resolution (Attachment 1) makes findings reaffirming the purpose and continuing need for these Transportation Improvement Fee revenues.

Although the IT sub-fund has no funds approaching five years old, as the IT sub-fund is less than five years old, the proposed Resolution makes findings reaffirming the purpose and continuing need for these IT Fee revenues. In general, cost of projects included in the CIP adopted by Council and additional long-term projects identified in the *Burbank2035* General Plan exceed the DIF unspent fund balances. Thus, the Council's adoption of the CIP and the support of projects included in the *Burbank2035* General Plan demonstrates the continuing need for these development impact fee funds. The proposed Resolution makes the above findings regarding the continuing need for unexpended balances of impact fees as of June 30, 2025, and helps the City satisfy its obligations under the Mitigation Fee Act.

ENVIRONMENTAL REVIEW

This staff report has no potential for resulting in a direct or reasonably foreseeable indirect physical change to the environment and falls outside the definition of a "project" under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA pursuant to Section 15378 of Title 14 of the California Code of Regulations. This staff report is for informational purposes regarding an annual and five-year accounting of the

City's DIF funds and provides information necessary to support findings relating to the continuing need for the City's development impact fees. Affirming the need for these development impact fees will not have any effects on the capital improvement projects they are funding. Furthermore, individual capital projects funded with DIFs will be preceded by required environmental analysis for that project pursuant to CEQA.

FISCAL IMPACT

Receiving the information contained in this report has no fiscal impact, as impact fee revenues and expenditures have already been approved as part of the City's budget. Reporting of this information satisfies the regulatory requirements for the City to continue to impose DIFs on new development. Adopting the resolution also will have no fiscal impact. Council must make the required findings under AB 1600 to continue collecting fees under the DIF program.

CONCLUSION

The City's DIF program has helped fund important City infrastructure to accommodate growth from new development, which ultimately supports the Council's efforts to build better neighborhoods that can integrate new development while preserving the City's existing character. The information contained in this report demonstrates the City's current use of DIF funds and the continued need for impact fee funding per the requirements of the Mitigation Fee Act. Staff recommends that Council receive this annual report in compliance with State codes governing impact fees and adopt the proposed Resolution.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – FY 2024-2025 DIF Program Annual Report – Review of DIF Funds Memorandum for Public Review, posted December 1, 2025

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK MAKING FINDINGS REGARDING THE CONTINUING NEED FOR UNEXPENDED BALANCES OF IMPACT FEES AS OF JUNE 30, 2025

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Government Code Sections 66000 and following (commonly known as and referenced to herein as "AB1600") regulate the imposition, collections, maintenance, expenditure and reporting of impact fees imposed on developers for the purpose of defraying costs of public facilities.

B. The City of Burbank has identified seven (7) impact fees collected from developers that are subject to AB1600's requirements. Those fees are the Transportation Improvement Fees, Library Fees, Park and Recreation Fees, Police Fees, Fire Fees, Information Technology ("IT") Fees, and Development Administration Surcharge Fees.

C. In accordance with the provisions of AB1600, the City has set up separate special revenue funds for each type of fee (individually referred to herein as the "Transportation Improvement Subfund," "Library Subfund," "Park and Recreation Subfund," "Police Subfund," "Fire Subfund," "IT Subfund," and "Administration Subfund," and collectively referred to as the "Subfunds"), crediting earned interest to those funds, and spending the accumulated fees and related interest on appropriate expenditures.

D. AB1600 and the Burbank Municipal Code ("BMC") requires the City to make specific findings every five years with respect to any portion of the fees remaining unexpended to: 1) identify the purpose to which the fee is to be put; 2) demonstrate a reasonable relationship between the fee and the purpose for which it was charged; 3) identify all sources and amounts of funding anticipated to complete financing of the improvement; and 4) designate the approximate date on which such funding will be available.

E. The findings required by AB 1600 and the BMC need only be made for money in possession of the City, and not for letters of credit, bonds or other instruments taken to secure payment of the fees at a future date.

F. Five of the City's seven Subfunds contain fees that remain unexpended five or more years after deposit of such fees.

G. The portions of the fund balance in the Library Subfund that are approaching five (5) years totals $448,613.63 ("Unexpended Library Fees").

H. The portions of the fund balance in the Park and Recreation Subfund that are approaching five (5) years totals $416,206.13 (“Unexpended Park and Recreation Fees”).

I. The portions of the fund balance in the Administration Subfund that are approaching five (5) years totals $128,920.78 (“Unexpended Administration Fees”).

J. The portions of the fund balance in the Fire Subfund that are approaching five (5) years totals $14,497.82 (“Unexpended Fire Fees”).

K. The portions of the fund balance in the Police Subfund that are approaching five (5) years totals $79,648.95 (“Unexpended Police Fees”).

L. Finally, Transportation Improvement Fees have provided local funding leverage to help the City secure much larger grants and other funding assistance for transportation projects, by enabling the City to spend revenues from the Transportation Improvement Subfund and receive various grant reimbursements upon project completion. Therefore, no portion of the Transportation Improvement Subfund balance totaling $12,386,586.35 approaches five (5) years because funds have been spent on a regular basis for qualifying projects.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Council makes the following findings for the Unexpended Library Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Library Fee (“Library Fee”), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the “Burbank Development Impact Fee Nexus Study (2022)” (“DIF Nexus Study”) are met with respect to the additional demands placed on library space generated from such development.

B. A reasonable relationship exists between the Library Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth, which adversely impacts the cost of providing library system resources needed to accommodate the anticipated substantial increase in service population, and requires additional facility square footage and capital improvements to accommodate increases in residential and commercial use. The Unexpended Library Fees will be spent on the projects identified in Table 1 to bring the ratio of library space, books and materials per resident/employee to market conditions as specified in the DIF Nexus Study.

C. The current cost estimate for these library projects significantly exceeds the Library Fees expected to be collected. The remaining funds will be obtained from other sources such as City General Fund, City-issued debt, and other local, state, and federal grants, if available.

Table 1: Library Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
Replacement Central Library	$165,000,000	$22 million in Municipal Infrastructure funding, various library capital and improvement accounts, the remainder is unfunded	2029
Additional Library Materials	$40,000/year	General Fund	Ongoing
RFID System	$582,900	Unfunded	2035
Makerspace	$699,480	Unfunded	2035

D. The remaining funding for the projects needed to bring the ratio of library space, capital improvements, and library system resources per resident/employee to market conditions is expected to be received by 2035. The Library Fee continues to be required in order to fund the library-related improvements described in Table 1 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

2. The Council makes the following findings for the Unexpended Park and Recreation Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Park and Recreation Fee ("Park and Recreation Fee"), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on parks and recreation space generated from such development.

B. A reasonable relationship exists between the Park and Recreation Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth which increases demand for developed park and recreation facilities. The Unexpended Park and Recreation Fees will be spent on the projects

identified in Table 2 to provide neighborhood parks, community parks, and renovation of existing parks facilities as specified in the DIF Nexus Study.

C. The current cost estimate for these parks projects significantly exceeds the Park and Recreation Fees expected to be collected. The remaining funds will be obtained from other sources such as Los Angeles County Measure A grants, City General Fund, City Municipal Infrastructure Fund, and other local, state, and federal grants, if available.

Table 2: Park and Recreation Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
Brace Canyon Park Ballfield Improvements	$5,159,262	$725,000 Los Angeles County Measure A grant; $94,622 Park Development Fees, $3,514,640 Municipal Infrastructure Fund	2026
Olive Rec Center Re-design	$8,452,500	$8,202,500 City General Fund - Capital Projects, City Municipal Infrastructure Fund	2025
George Izay Park Master Plan	$1,328,850	$100,000 Park Development Fees, $78,425 Municipal Infrastructure Fund	2026
Gross Ballfield Shade Structure	$279,030		2026
McCambridge Pool Replacement	$18,200,000	$1,500,000 Grant Funding, $15,700,000 unfunded	2028
Olive Rec and Theater Replacement	$58,639,650	$100,000 Measure A Funds, $3,529,225 Municipal Infrastructure Fund, $53,860,000 unfunded	2030

D. The remaining funding for the neighborhood parks, community parks, and renovation of existing parks facilities is expected to be received by 2030. The Park and Recreation Fee continues to be required in order to fund the parks-related improvements described in Table 2 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

3. The Council makes the following findings for the Unexpended Administration Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 1 (beginning with BMC §10-1-2201), the City has collected a five percent

administration fee (“Administration Fee”) on all development impact fees, for the purpose of assisting with the administrative costs incurred by the City to administer the development impact fee program.

B. A reasonable relationship exists between the Administration Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City to offset the related staff time and resources required to administer related development impacts and fees collected pursuant to BMC Title 10, Chapter 1, Article 22. The Unexpended Administration Fees will be spent on future staff time and resources to administer the development impact fee program.

C. The current administrative cost estimate to administer the development impact fee program exceeds the Administration Fees expected to be collected. The administrative costs include staff time and a new development impact fee nexus study, which will be completed when the City finishes three specific plans that are in development. The remaining funds will be obtained from other sources such as the City General Fund.

D. Funding needs for the administrative costs associated with the development impact fee program will be ongoing as long as a development impact fee program is administered within the City. The Administration Fee continues to be required in order to administer the program, and the cost is to be spread proportionally among the new residential and non-residential users who contribute to the population growth generating the need for the development impact fee program.

4. The Council makes the following findings for the Unexpended Fire Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Fire Fee (“Fire Fee”), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on the Burbank Fire Department generated from such development.

B. A reasonable relationship exists between the Fire Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth which increases demand for new Fire Department capital equipment and facilities. The Fire Fees will be spent on the projects identified in Table 3 to provide new vehicles and associated costs, and new apparatus floors, as specified in the DIF Nexus Study.

C. The current cost estimate for these Fire Department projects significantly exceeds the Fire Fees expected to be collected. The remaining funds will be obtained from other sources such as City General Fund, City Municipal Infrastructure Fund, and other local, state, and federal grants, if available.

Table 3: Fire Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
Apparatus Floors	$2,192,149	Unfunded	2035
Vehicles	$10,294,015	Unfunded	2035

D. The remaining funding for the Fire capital equipment and facilities projects is expected to be received by 2035. The Fire Fee continues to be required in order to fund the Fire Department improvements described in Table 3 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

5. The Council makes the following findings for the Unexpended Police Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Police Fee ("Police Fee"), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on the Burbank Police Department generated from such development.

B. A reasonable relationship exists between the Police Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth which increases demand for Police Department capital equipment and facilities. The Police Fees will be spent on the projects identified in Table 4 to provide new vehicles, security camera systems, and other capital equipment and facilities as specified in the DIF Nexus Study.

C. The current cost estimate for these Police Department projects significantly exceeds the Police Fees expected to be collected. The remaining funds will be obtained from other sources such as City General Fund, City Municipal Infrastructure Fund, and other local, state, and federal grants, if available.

Table 4: Police Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
Vehicles	$2,171,031	Unfunded	2035
Body Worn and In-Car Camera Systems	$462,846	Unfunded	2035
Police Headquarters Fire 11 Surveillance System	$230,000		2026
Range Training Center	$291,450	Unfunded	2035

D. The remaining funding for the new vehicles, security camera systems, and other capital equipment and facilities is expected to be received by 2035. The Police Fee continues to be required in order to fund the Police-related improvements described in Table 4 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

6. Although the IT Fees are not yet five (5) years old, the Council makes the following findings for the IT fees to reaffirm the purpose and ongoing need for these revenues:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Information Technology Fee ("IT Fee"), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on the Burbank Information Technology systems and infrastructure generated from such development.

B. A reasonable relationship exists between the IT Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth which increases demand for the City's IT facilities associated with the City's technology systems and infrastructure. The IT Fees will be spent on the projects

identified in Table 6 to provide new Smart City Edge technology infrastructure and for control and management systems, as specified in the DIF Nexus Study.

C. The current cost estimate for these information technology projects significantly exceeds the IT Fees expected to be collected. The remaining funds will be obtained from other sources such as City General Fund, City Municipal Infrastructure Fund, and other local, state, and federal grants, if available.

Table 5: IT Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
Smart City Edge Technology Infrastructure	$26,580,243	Unfunded	No date
Control and Management Systems	$1,165,800	Unfunded	No date

D. The remaining funding for the new information technology systems and infrastructure is expected to be received by 2030. The IT Fee continues to be required in order to fund the IT-related improvements described in Table 5 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

7. Although there are no Transportation Improvement Fees in the Transportation Improvement Subfund that are approaching five (5) years, the Council makes the following findings for the Transportation Improvement Fees to reaffirm the purpose and ongoing need for these revenues:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 2 (beginning with BMC §10-1-2217), the City has collected a development fee known as the Community Facilities - Transportation Improvement Fee ("Transportation Improvement Fee") for the purpose of assuring that the transportation level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on the transportation system by traffic generated from such development.

B. A reasonable relationship exists between the Transportation Improvement Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential developments in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate traffic growth which adversely impacts transportation and

traffic circulation in the City. Existing Transportation Improvement Fees will be spent on the infrastructure projects listed in Table 6 that help offset the impacts generated from development necessitating roadway improvements, transit improvements, bikeway improvements, and pedestrian improvements.

C. The current cost estimate for these transportation improvements significantly exceeds the Transportation Improvement Fees expected to be collected. The remaining funds will be obtained from other sources such as California Department of Transportation (Caltrans) grants, Los Angeles County Metropolitan Transportation Authority (Metro) grants, local return, City reserves, private funding, and other local, state, and federal grants.

Table 6: Transportation Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
First Street Bike Lane	$1,692,045	$599,206 Measure R Local Return Funds, $100,000 Municipal Infrastructure Funds, $90,794 Transportation Development Act Funds	2026
Olive Bridge Replacement	$150,318,732	Partially Funded by $19,354 State Gas Tax Fund, $149,378 General City Capital Improvements Fund, $4,000,000 Metro Measure R Grant Funds, $2,000,000 Federal STBG federal grant funds. Future funding expected from additional State/Federal Grants.	2030
Rancho Providencia Neighborhood Protection Plan	$540,000		2028
San Fernando Bikeway	$11,213,067	$9,172,836 grant funding, $62,566 Transportation Development Act Funds	2027
Roadway Capacity Improvements	$23,053,044	Future funding expected from Regional/State/Federal Grants	2040
Intersection Capacity Improvements	$26,351,600	Future funding expected from Metro Measure R and Measure M Regional Funding, Local Return Funds	2040
Transportation System Management Projects	$40,081,250	Future funding expected from Regional/State/Federal Grants and Complete Streets Objective Development Standards.	2040
Transit Improvements	$87,129,350	Partially Funded by $10,053,082 Metro Measure M AVCJPA Regional Funds. Future funding expected from additional State/Federal Grants.	2040

Path and Protected Bikeway Improvement Projects & On-Street Bicycle Improvements	$53,475,268	Future funding expected from Regional/State/Federal Grants and Complete Streets Objective Development Standards	2040
On-Street Bicycle Improvement Projects	$53,475,268	Future funding expected from Regional/State/Federal Grants and Complete Streets Objective Development Standards.	2040
Pedestrian Improvements	$60,480,420	Future funding expected from Regional/State/Federal Grants and Complete Streets Objective Development Standards.	2040

D. The remaining funding for transportation improvements is expected to be received by 2040. The Transportation Improvement Fee continues to be required in order to fund the transportation-related improvements described above, and the cost of the necessary improvements is to be spread proportionally among the new non-residential users which contribute to the traffic generating the need for the improvements.

PASSED and ADOPTED this _____day of_____, 2025.

_____
Nikki Perez
Mayor

Approved as to Form
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Lisa Kurihara
Senior Assistant City Attorney

ATTACHMENT 1 – 11

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a majority vote of the Council of the City of Burbank at its regular meeting held on the ____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ATTACHMENT 1 – 12

FY 2024-2025 DIF PROGRAM ANNUAL REPORT-REVIEW OF DIF FUNDS

Section 1: Fee Descriptions

Police Development Impact Fee
Police Department capital facilities and equipment (e.g. equipment) necessary to accommodate growth.

Fire Development Impact Fee
Fire Department capital facilities and equipment (e.g. vehicles) necessary to accommodate growth.

Library Development Impact Fee
Library capital facilities and improvements necessary to accommodate growth.

Parks and Recreation Development Impact Fee
Park and recreation facility improvements necessary to accommodate growth.

Transportation Development Impact Fee
Additions and improvements to the City's transportation infrastructure to accommodate future traffic volumes, including infrastructure supporting vehicle, transit, pedestrian, and bicycle modes.

Information Technology Development Impact Fee
Information Technology infrastructure and systems necessary to accommodate growth.

Section 2: FY 24-25 DIF Fee Schedule

SECTION 3. DEVELOPMENT IMPACT FEES
(Last Update 1/01/23, per BMC 2-4-802)
(Last Update 6/4/24, Resolution 24-29,524)

Description	Amount	Unit/Time
(A) Development Impact Fees		
(1) Development Administration Surcharge	5% of Fees Collected	% of Development Impact Fee
(2) Transportation Fees - Residential (Citywide)		
(a) Single Family (Market-Rate Unit)	$8,979.85	Per Dwelling Unit
(b) Multiple Family (Market-Rate Unit)	$3,726.73	Per Dwelling Unit
(c) Single Family (Affordable Unit within Minimum Required	$7,521.17	Per Dwelling Unit
(d) Multiple Family (Affordable Unit within Minimum Required	$3,120.48	Per Dwelling Unit
(e) Single Family (Affordable Unit above Minimum Required	$5,613.18	Per Dwelling Unit
(f) Multiple Family (Affordable Unit above Minimum Required	$2,328.57	Per Dwelling Unit
(3) Transportation Fees - Non-Residential (Citywide)		
(a) Office	$13.34	Sq. Ft.

Description	Amount	Unit/Time
(b) Retail	$7.18	Sq. Ft.
(c) Warehouse/Industrial	$3.08	Sq. Ft.
(d) Studio	$8.21	Sq. Ft.
(e) Lodging	$4,649.95	Room
Note: (GFA) Gross Floor Area		
(4) Community Facilities Fees - Non-Residential (Citywide)		
(a) Office	$5.13	Sq. Ft.
(b) Retail	$3.08	Sq. Ft.
(c) Warehouse/Industrial	$3.08	Sq. Ft.
(d) Studio	$3.39	Sq. Ft.
(e) Lodging	$590.86	Room
Note: (GFA) Gross Floor Area		
(5) Community Facilities Fees - Residential (Citywide)		
(a) Single Family (Market-Rate Unit)	$5,137.21	Per Dwelling Unit
(b) Multiple Family (Market-Rate Unit)	$4,034.47	Per Dwelling Unit
(c) Single Family (Affordable Unit within Minimum Required	$4,302.21	Per Dwelling Unit
(d) Multiple Family (Affordable Unit within Minimum Required	$3,380.01	Per Dwelling Unit
(e) Single Family (Affordable Unit above Minimum Required	$3,210.75	Per Dwelling Unit
(f) Multiple Family (Affordable Unit above Minimum Required	$2,522.44	Per Dwelling Unit

Section 3: FY 24-25 Development Impact Fee Funds Summary by Subfund

Public Improvement Fund (F127) - Developmental Impact Fees
FY24-25 Spendable Balance

As of Jun-25					Transportation	CDD Admin	Fire	Police	IT	Library	Parks	Total
Beginning Balance 7/1/24					17,594,578.74	436,732.90	378,215.75	986,496.35	61,028.29	2,013,782.86	3,657,540.44	25,128,375.33
					70.02%	1.74%	1.51%	3.93%	0.00	8.01%	14.56%	
Resources:												
	41008 Development Impact Fees				979,075.70	70,490.00	47,029.13	35,847.28	42,380.73	176,555.53	260,632.35	1,612,010.72
	45015 Interest				587,227.21	14,964.01	12,518.52	27,522.45	2,631.64	66,374.60	121,101.49	832,339.92
	45025 BWP Rental Fees				61,168.29							61,168.29
	Interest-Market Value Adjustment				529,709.42							529,709.42
	CD000	48000 -	0000 - None	22489 - GSSP/HSR Station Area Plan	159,139.01							159,139.01
	CD000	48000 -	0000 - None	25197- GSSP/HSR Station Area Plan	142,983.27							142,983.27
	ND000	48000 -	1015 - M TA	24746 - CNG Bus Purchase	1,221,190.00							1,221,190.00
	ND000	48000 -	1015 - M TA	24741 - CNG Bus Purchase	1,710,000.00							1,710,000.00
	CD000	48010 -	Other intergov	22690 - Glenoaks and First Signal								-
	CD000	48010 -	1103 - Caltrans	13608 - San Fernando Connector/Empire								-
	CD000	48010 -	1128 - LACMT	21710 - I-5 Mitig Traffic/Transit								-
	CD000	48010 -	1128 - LACMT	21711 - I-5 Mitig Leland Wy								-
	CD000	48010 -	1128 - LACMT	21712 - Int-5 Mitig Empire Interchange								-
	CD000	48010 -	1128 - LACMT	22780 - I-5 Mitig Local Streets ITS								-
	CD000	48010 -	1128 - LACMT	23810 - First St. Village Sound Wall								-
	ND000	48000 -	0000 - None	22489 - GSSP/HSR Station Area Plan								-
	ND000	48010 -	1018 - Bikeway	19056 - San Fernando Bikeway	146,386.00							146,386.00
	ND000	48010 -	0000 - None	22402 - LA River Bridge								-
	ND000	48010 -	0000 - None	22489 - GSSP/HSR Station Area Plan								-
	ND000	48010 -	0000 - None	22538 - High-Speed Rail Support Work								-
	ND000	48010 -	1018 - Bikeway	22702 - Chandler Bikeway Extension								-
	CD000	48900 -	0000 - None	No Project								-
	ND000	58999	1007 - Litigati	No Project		311.43						311.43
	CD000	59500	Contributions from 001									-
												-
	Total Resources				5,536,878.90	85,765.44	59,547.65	63,369.73	45,012.37	242,930.13	381,733.84	6,415,238.06
Uses (includes Carryov												
	MS&S											
	CD33A Transp	60001 - 60027	Salaries & wages, Fringe benefits, Taxes		185,332.89							185,332.89
	CD33A Transp	62050 -	0000 - None	22489 - GSSP/HSR Station Area Plan	161,544.59							161,544.59
	CD33A Transp	62050 -	0000 - None	23217 - TOD Grant	46,995.68							46,995.68
	CD33A Transp	62085 -	0000 - None	000000 - No Project	423,850.07							423,850.07
	CD33A Transp	62085 -	0000 - None	21710 - I-5 Mitig Traffic/Transit	-							-
	CD33A Transp	62185 -	0000 - None	000000 - No Project	272,245.37							272,245.37
	CD33A Transp	62235 -	0000 - None	000000 - No Project	222,580.00							222,580.00
	CD33A Transp	62300 -	0000 - None	000000 - No Project	76.46							76.46
	CD33A Transp	62496 -	0000 - None	000000 - No Project	4,368.00							4,368.00
	LB01A Admin	62170 -	0000 - None	000000 - No Project	-							-
	Capital											-
	CD33A Transp	70002 -	0000 - None	13608 - San Fernando Connector/Empire	31,332.48							31,332.48
	CD33A Transp	70002 -	0000 - None	14273 - Alameda/Oak NPP	-							-
	CD33A Transp	70002 -	0000 - None	19056 - San Fernando Bikeway	328,509.21							328,509.21
	CD33A Transp	70002 -	0000 - None	20634 - SF/Burbank Intersection	-							-
	CD33A Transp	70002 -	0000 - None	20946 - Burbank Channel Bikeway	-							-
	CD33A Transp	70002 -	0000 - None	21007 - Safe Routes Cycle 10	-							-
	CD33A Transp	70002 -	0000 - None	21707 - Interstate-5 Mitig Empire/BV	-							-
	CD33A Transp	70002 -	0000 - None	21712 - Int-5 Mitig Empire Interchange	166,628.10							166,628.10
	CD33A Transp	70002 -	0000 - None	22690 - Glenoaks and First Signal Impr	-							-
	CD33A Transp	70002 -	0000 - None	22702 - Chandler Bikeway Extension	101,600.64							101,600.64
	CD33A Transp	70002 -	0000 - None	23016 - First Street Bike Lane	-							-
	CD33A Transp	70002 -	0000 - None	24274 - Rancho Providencia NPP	-							-
	CD33A Transp	70002 -	0000 - None	24908 - GOLDEN STATE NPP	-							-
	CD33A Transp	70005 -	0000 - None	22402 - LA River Bridge	-							-
	CD33A Transp	70007 -	0000 - None	23810 - First St. Village Sound Wall	-							-
	CD33A Transp	70010 -	0000 - None	24741 - BUS REPLACEMENT	-							-
	CD33A Transp	70010 -	0000 - None	24746 - CNG BUSES GRANT	-							-
	CD33A Transp	70020 -	0000 - None	000000 - No Project	-							-
	CD33B Fire	70019 -	0000 - None	24824 - FS 11 Kitchen Modern FAC			42,500.00					42,500.00
	CD33C Police	70019 -	0000 - None	21305 - Police/Fire HQ Flooring FAC				385,030.13				385,030.13
	CD33C Police	70019 -	0000 - None	23049 - Jail Door Access Control				4,760.00				4,760.00
	CD33C Police	70019 -	0000 - None	24823 - PD HQ Fire11 Surveillance Sys				2,134.93				2,134.93
	CD33C Police	70019 -	0000 - None	24824 - FS 11 Kitchen Modern FAC	-		6,910.00					6,910.00
	CD33D Library	70011 -	0000 - None	000000 - No Project	-							-
	CD33E Parks	70003 -	0000 - None	23441 - Brace Canyon Park Ballfield	-							-
	CD33E Parks	70003 -	0000 - None	24214 - Picnic Facility Imp Verdugo	-							-
	CD33E Parks	70003 -	0000 - None	24253 - Dick Clark Dog Park	-							-
	CD33E Parks	70003 -	0000 - None	24816 - MCCAMBRIDGE PLAYGROUND REPLACE							71,250.00	71,250.00
	CD33E Parks	70003 -	0000 - None	24817 - MCCAMBRIDGE PICNIC IMPRO	-							-
	LB01A - Admir	70011 -	0000 - None	000000 - No Project	-					54,580.21		54,580.21
	LB01A - Admir	70011 -	1000 - Burbar	000000 - No Project	-							-
	PR28A Parks	70003 -	0000 - None	23468 - George Izay Park Master Plan	-						36,458.27	36,458.27
	PR28A - Park /	70003 -	0000 - None	24557 - Ballfield Light Moderiza McCam	-							-
												-
Total Uses					1,945,063.49	-	49,410.00	391,925.06	-	54,580.21	107,708.27	2,548,687.03
Total Resources Less U					3,591,815.41	85,765.44	10,137.65	(328,555.33)	45,012.37	188,349.92	274,025.57	3,866,551.03
Jun-25 Ending Available Cash					21,186,394.15	522,498.34	388,353.40	657,941.02	106,040.66	2,202,132.78	3,931,566.01	28,994,926.36
				Change in Market Value Adjustment-Non Cash	(529,709.42)							(529,709.42)
				Change in AR Balance-not yet reflected in Cash	1,648,574.84							1,648,574.84
				Change in Prepaids	-							-
				Change in AP Balance-not yet reflected in Cash	(2,078,347.01)							(2,078,347.01)
Jun-25 Oracle Cash Balance					20,226,912.56	522,498.34	388,353.40	657,941.02	106,040.66	2,202,132.78	3,931,566.01	28,035,444.77
				Budgeted Expenditures								
				Salaries	(241,844.00)							(241,844.00)
				MS&S	(2,579,957.93)							(2,579,957.93)
				Capital	(8,065,629.64)		(342,500.00)	(907,319.99)		(52,276.23)	(3,505,005.25)	(12,872,731.11)
				Holding Accounts	(470,000.00)							(470,000.00)
				Actual Expenditures	1,945,063.49	-	49,410.00	391,925.06	-	54,580.21	107,708.27	2,548,687.03
				Back to Fund Balance	356,634.65	-	-	-	-	387.66	25,083.45	382,105.76
				Estimated Revenues	6,408,437.15	27,982.00	84,776.00	100,010.00	20,914.00	385,102.00	776,675.00	7,803,896.15
				Revenues Adj/True up (Estimated > Actual)	(871,558.25)	57,783.44	(25,228.35)	(36,640.27)	24,098.37	(142,171.87)	(394,941.16)	(1,388,658.09)
				Actual Revenues	(5,536,878.90)	(85,765.44)	(59,547.65)	(63,369.73)	(45,012.37)	(242,930.13)	(381,733.84)	(6,415,238.06)
				Accrued Revenues	51,857.63							51,857.63
				Projected Revenues Above Budgeted Appropriations								
				Rev offset	-							-
				Revenue Offset-Manual Carryovers	4,311,958.14							4,311,958.14
												-
				Market Value Adjustment (non-cash)								-
				Accounts Payable/Advance Payable	(3,148,408.55)	-					(3,451.12)	(3,151,859.
				Prepaid Expenses	-							-
												-
Jun-25 Spendable Cash Balance					12,386,586.35	522,498.34	95,263.40	142,546.09	106,040.66	2,204,824.42	555,901.36	16,013,660.62

Section 4: Construction Status of Previously Reported CIP Projects

Project	Previous Construction Start Date	Delay & Reason (Yes/No)	Revised Approximate Construction Date
San Fernando Connector/Empire	FY 2014-2015	No	
San Fernando Bikeway	FY 2023-2024	Yes - additional approvals were required from County and regional agencies	FY 2025-2026
Interstate-5 Mitigation Empire Interchange	FY 2014-2015	No	
Chandler Bikeway Extension	FY 2026-2027	No	
First Street Bike Lane	FY 2024-2025	Yes - More design work was required	FY 2025-2026
Rancho Providencia NPP	None	No	
Picnic Facility Improvements Verdugo	FY 2022-2023	No	Project Completed
Jail Door Access Control	FY 2023-24	Yes - Delays in project advertisement for construction bids	FY 2025-2026
George Izay Park Master Plan	Not applicable	No	None
MCCAMBRIDGE PICNIC IMPROVEMENT	FY 2023-2024	No	Project Completed
Ballfield Light Modernization McCambridge Park	FY 2022-2023	No	Project Completed
Fire Station 11 Kitchen Modern FAC	FY 2025-2026	Yes - planning and design phases were longer than anticipated	FY 2025-2026

Section 5: FY 24-25 Development Impact Fee CIP Projects

Project #	Project	F127-Expenditures to date	DIF %	Approximate Construction Date[3]
22489	GSSP/HSR Station Area Plan[1]	$ 1,132,362.91	76%	Not Applicable
23217	Downtown Burbank TOD Plan[1]	$ 119,906.16	10%	Not Applicable
13608	San Fernando Connector/Empire[2]	$ 6,392,871.39	100%	FY 2014-2015
‘19056	San Fernando Bikeway[1]	$ 1,846,341.12	97%	FY 2025-2026
21712	Interstate 5 Mitigation - Empire Interchange[1]	$ 574,426.35	100%	FY 2014-2015
22702	Chandler Bikeway Extension[1]	$ 107,270.64	100%	FY 2026-2027
24824	FS 11 Kitchen Modern FAC	$ 52,910.00	97%	FY 2023-2024
21305	Police/Fire HQ Flooring FAC	$ 385,030.13	59%	FY 2023-2024
23049	Jail Door Access Control	$ 31,795.01	56%	FY 2025-2026
24823	PD HQ Fire11 Surveillance System	$ 2,134.93	100%	FY 2025-2026
24816	McCambridge Park Replacement	$ 71,250.00	4%	FY 2024-2025
23468	George Izay Park Master Plan	$ 192,553.17	73%	Not Applicable

1 This project is partially or fully grant-funded and fronted with DIF funds. The DIF-Funded % will be fully reimbursed by the grant less local match, if applicable.
2 This project is the local contribution to the $355 million I-5 North/Empire Interchange Project. A portion of the DIF funding is reimbursed by Caltrans.
3 Projects with dates that have passed are in construction.

City of Burbank Project Information Sheet
FY2024-25
Municipal Facilities

Project Name	Fire Station 11 Kitchen Modernization	**FY2024-25 Appropriation**	$500,000
Department	Public Works	**Project Status**	Continued
Account Number	127 FD07A 70019_0000 P24824 534 PW33A 70019_0000 P24824	**Project Score**	N/A

PROJECT DESCRIPTION AND JUSTIFICATION

Comprehensive modernization of existing 25-year-old kitchen: repair and replace cabinets, counters, appliances, and lighting, replacing ceiling tiles, new flooring, replace existing interior finishes, and selective furnishings. The project will include design and construction. The existing kitchen was constructed to the standards of the time and currently cannot be repaired and provide a safe and hygienic working environment. The casework was constructed of particle board and has been infiltrated with water and is not repairable. The kitchen's rotting particle board emits a foul odor on a consistent basis. The kitchen requires commercial-level quality and equipment to provide 24/7 food storage, preparation, and service area for approximately 40 firefighters. The kitchen needs to be upgraded to meet ADA compliance requirements. It receives a high level of wear and high use as it is used as a primary dining and living area for firefighters. The kitchen also serves as a critical services facility for the Emergency Operations Center (EOC) and other emergency events.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Development Impact Fees	46,000	300,000						346,000
Municipal Infrastructure Fund		200,000						200,000
Totals	**$46,000**	**$500,000**						**$546,000**
Expenditures								
Construction		446,000						446,000
Design	46,000	24,000						70,000
Inspection		30,000						30,000
Totals	**$46,000**	**$500,000**						**$546,000**

PROJECT STATUS UPDATE

Planning and design commenced in collaboration with the Fire Department in Spring 2024. Construction will be completed by Fall 2025.

Forecasted Project Completion Date: Fall 2025

Ongoing Operating & Maintenance Impact: Regular planned maintenance will be required.

Project Manager: Anna Hartounian, Civil Engineering Associate

City of Burbank Project Information Sheet
FY2024-25
Municipal Facilities

Project Name	Jail Door Access Control	**FY2024-25 Appropriation**	$0
Department	Public Works	**Project Status**	Continued
Account Number	127 CD33C 70019_0000 P23049	**Project Score**	N/A
	534 PW33A 70019_0000 P23049		

PROJECT DESCRIPTION AND JUSTIFICATION

This project will replace and modernize the 24-year-old legacy jail door locking system and components. The modernization will include the complete integration and installation of all electronics, software, hardware, casework, and fixtures required to replace and modernize the existing system. The existing locking and controls system was installed with the building's completion in 1998 and is no longer being supported by the manufacturer.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Development Impact Fees	224,355							224,355
Municipal Infrastructure Fund	405,700							405,700
Totals	**$630,055**							**$630,055**
Expenditures								
Construction		284,834	284,834					569,668
Design	15,387	15,000						30,387
Inspection		30,000						30,000
Totals	**$15,387**	**$329,834**	**$284,834**					**$630,055**

PROJECT STATUS UPDATE

This project is anticipated to advertise in January 2025. Construction is estimated to take place from August 2024 to February 2025.

Forecasted Project Completion Date: February 2025

Ongoing Operating & Maintenance Impact: Regular planned maintenance will be required to maintain safe operation and maintain the integrity of the system.

Project Manager: Dean Pearson, Construction Supervisor

City of Burbank Project Information Sheet
FY2024-25
Municipal Facilities

Project Name	Police Headquarters Fire 11 Surveillance System	**FY2024-25 Appropriation**	$0
Department	Public Works	**Project Status**	Continued
Account Number	127 CD33C 70019_0000 P24823	**Project Score**	N/A

PROJECT DESCRIPTION AND JUSTIFICATION

This project will install a new Ocularis Platform Video Manage System (VMS) equipped with sufficient storage to provide the required one-year surveillance retention for the facility. The surveillance system that includes cameras within the jail area is federally mandated to require one year of retention and storage. The existing camera system is obsolete and can no longer be serviced or maintained, as parts are no longer available. The storage period cannot be expanded as the vendor's (Pelco) storage is proprietary and storage servers are also no longer available. Therefore, retaining the requisite one-year storage cannot be provided with the existing system now or in the future.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Development Impact Fees	230,000							230,000
Totals	**$230,000**							**$230,000**
Expenditures								
Construction		220,000						220,000
Design		10,000						10,000
Totals		**$230,000**						**$230,000**

PROJECT STATUS UPDATE

The system design was completed in September 2023. Construction will take place from July 2024 through September 2024.

Forecasted Project Completion Date: September 2024

Ongoing Operating & Maintenance Impact: Regular planned maintenance will be required to maintain operation and the integrity of the system.

Project Manager: Dean Pearson, Construction Superintendent

City of Burbank Project Information Sheet
FY2024-25
Municipal Facilities

Project Name	Police/Fire Headquarters Flooring	**FY2024-25 Appropriation**	$130,000
Department	Public Works	**Project Status**	Continued
Account Number	127 PD03A 70019_0000 P21305 370 PW33A 70019_0000 P21305 534 PW33A 70019_0000 P21305	**Project Score**	N/A

PROJECT DESCRIPTION AND JUSTIFICATION

This project will replace the worn-out existing flooring that consists of broadloom carpet, carpet tiles, linoleum, vinyl composition tile, specialty flooring in the gym, and a few other types of flooring. This is the second phase of a four-phase project that will replace approximately 120,000 square feet of flooring. The flooring materials in the Police/Fire Headquarters, which are 17 years old, have reached the end of their life expectancy. A needs evaluation and survey were completed to determine the priority of the remaining flooring replacement based on safety needs. This work will be performed in phases throughout the building. Partitions and furniture will be removed, flooring replaced, and the partitions and furniture will be reinstalled.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Development Impact Fees	350,000	130,000						480,000
Infrastructure Reserve	350,000							350,000
Municipal Infrastructure Fund	210,000							210,000
Totals	**$910,000**	**$130,000**						**$1,040,000**
Expenditures								
Construction	50,000	680,000						730,000
Design	5,000	184,069						189,069
Inspection	110,931	10,000						120,931
Totals	**$165,931**	**$874,069**						**$1,040,000**

PROJECT STATUS UPDATE

Construction of Phase II was completed from March 2024 to July 2024. Subsequent phases will begin construction upon completion of Phase II.

Forecasted Project Completion Date: July 2025

Ongoing Operating & Maintenance Impact: Regular planned maintenance will be required.

Project Manager: Anna Hartounian, Civil Engineering Associate

City of Burbank Project Information Sheet
FY2024-25
Parks and Recreation

Project Name	George Izay Park Master Plan	**FY2024-25 Appropriation**	$900,000
Department	Parks and Recreation	**Project Status**	Ongoing
Account Number	127 PR28A 70003_0000 P23468	**Project Score**	N/A
	370 PR28A 70003_0000 P23468		
	534 PR21A 70003_0000 P23468		

PROJECT DESCRIPTION AND JUSTIFICATION

This is a multi-phased project that will ultimately result in the renovation of George Izay Park. The City Council approved the George Izay Park Master Plan at the October 11, 2022 meeting and authorized the City Manager to direct staff to strategically implement the Master Plan. Phase two of the Master Plan will include an aerial topographic and field survey, phasing feasibility studies, and a three-dimensional rendering of the redesign. Future phases of the project will include design and construction for landscape improvements, parking and pedestrian walkway improvements, Olive Recreation Center, and Burbank Little Theater renovations, and minor interior and exterior improvements to the Betsy Lueke Creative Art Center and Joslyn Adult Center.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Development Impact Fees	250,425	900,000						1,150,425
Measure A	100,000							100,000
Municipal Infrastructure Fund	78,425							78,425
Unfunded			2,000,000	900,000	26,750,000	4,100,000	21,975,000	55,725,000
Totals	**$428,850**	**$900,000**	**$2,000,000**	**$900,000**	**$26,750,000**	**$4,100,000**	**$21,975,000**	**$57,053,850**
Expenditures								
Construction	53,850	350,900						404,750
Design	24,100	900,000	2,000,000	900,000	26,750,000	4,100,000	21,975,000	56,649,100
Totals	**$77,950**	**$1,250,900**	**$2,000,000**	**$900,000**	**$26,750,000**	**$4,100,000**	**$21,975,000**	**$57,053,850**

PROJECT STATUS UPDATE

The first phase of the project was completed in FY 2022-23. The second phase of the project was completed in FY 2023-24. The third phase will begin in FY 2024-25.

Forecasted Project Completion Date: June 2025

Ongoing Operating & Maintenance Impact: The project will reduce ongoing maintenance costs.

Project Manager: Diego Ivan Cevallos, Assistant Parks, Recreation, and Community Services Director

City of Burbank Project Information Sheet
FY2024-25
Parks and Recreation

Project Name	Mc Cambridge Playground Replacement	**FY2024-25 Appropriation**	$1,959,600
Department	Parks and Recreation	**Project Status**	New
Account Number	370 PR28A 70003_0000 P24816 534 PR21A 70003_0000 P24816	**Project Score**	N/A

PROJECT DESCRIPTION AND JUSTIFICATION

Installation of new play equipment to include a wide range of inclusive and adaptive equipment at McCambridge Park playground to meet the needs of the community. This new playground will provide a variety of the latest play features and experiences for children of all abilities in a fun atmosphere and include five elements of inclusion play for cognitive, strength, social/emotional, sensory, and motor engagement. The play area will also include new Poured-in-Place surfacing and shade structure.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Measure A		900,000						900,000
Municipal Infrastructure Fund		1,059,600						1,059,600
Totals		**$1,959,600**						**$1,959,600**
Expenditures								
Construction		1,955,000						1,955,000
Inspection		4,600						4,600
Totals		**$1,959,600**						**$1,959,600**

PROJECT STATUS UPDATE

Project delivery method will be design-build. Design and construction will occur in FY 2024-25

Forecasted Project Completion Date: June 2025

Ongoing Operating & Maintenance Impact: The project reduces ongoing maintenance and improves operational efficiencies. Costs are determined annually.

Project Manager: Michael M Del Campo, Assistant Parks, Recreation, and Community Services Director

City of Burbank Project Information Sheet
FY2024-25
Traffic, Transportation, and Pedestrian Access

Project Name	Chandler Bikeway Extension	**FY2024-25 Appropriation**	$0
Department	Community Development	**Project Status**	Continued
Account Number	127 CD33A 70002_0000 P22702	**Project Score**	N/A

PROJECT DESCRIPTION AND JUSTIFICATION

The project will extend the Chandler Bikeway from its current eastern terminus at Chandler Boulevard and Mariposa Street to the future San Fernando Bikeway along the Western Burbank Channel, which will then carry cyclists on Chandler to the Downtown Burbank Metrolink station. The completion of this project will help close the gap between two regionally significant Class I bikeways and will provide pedestrian and bicycle connectivity to the City's Downtown Burbank Metrolink Station. This gap is identified in the Burbank2035 General Plan, the Bicycle Master Plan, and the Complete Streets Plan. The Greenhouse Gas Reduction Plan calls for the buildout of the City's Bicycle Master Plan and Complete Streets Plan as a means to reduce the City's greenhouse gas emissions caused by vehicle miles traveled.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Measure R Highway Operations	401,231			545,812				947,043
Metro Grant	583,837			2,183,247				2,767,084
Totals	**$985,068**			**$2,729,059**				**$3,714,127**
Expenditures								
Construction				1,364,529	1,364,530			2,729,059
Engineering and Design		985,068						985,068
Totals		**$985,068**		**$1,364,529**	**$1,364,530**			**$3,714,127**

PROJECT STATUS UPDATE

Staff has procured consultant design services and has begun preliminary design and environmental review for the project, including evaluation of alignment options along Victory Boulevard.

Forecasted Project Completion Date: December 2028

Ongoing Operating & Maintenance Impact: Routine pavement, landscaping, and other maintenance costs. The exact dollar amount will be determined as part of the design process.

Project Manager: Roy Choi, Assistant Community Development Director - Transportation

City of Burbank Project Information Sheet
FY2024-25
Traffic, Transportation, and Pedestrian Access

Project Name	Interstate-5 Mitigation Empire Interchange	**FY2024-25 Appropriation**	$0
Department	Community Development	**Project Status**	Continued
Account Number	127 CD33A 70002_0000 P21712	**Project Score**	N/A

PROJECT DESCRIPTION AND JUSTIFICATION

In October 2014, the Metro Board of Directors approved Measure R funding to help mitigate construction impacts caused by the Interstate-5 High Occupancy Vehicle (HOV)/Empire Interchange project. Several mitigation projects identified in this funding allocation will be provided by the City of Burbank, including graffiti abatement along the City-owned right-of-way within the City portions of the Empire Avenue Interchange. This project will construct landscaping and aesthetic treatments for the Empire Interchange to discourage graffiti and improve aesthetics. Local funds identified in this project are reimbursed by Metro. The project is needed to improve the aesthetics of this gateway to the City, as well as to deter vandalism and graffiti within the new interchange.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Metro Grant	668,000							668,000
Totals	**$668,000**							**$668,000**
Expenditures								
Construction	403,000	200,000	15,000					618,000
Design	50,000							50,000
Totals	**$453,000**	**$200,000**	**$15,000**					**$668,000**

PROJECT STATUS UPDATE

Landscaping on the Empire Avenue roadway and the north side of the Empire adjacent to Old Empire Avenue is complete. Landscaping along the Landis-Keeler neighborhood is currently under construction. The final landscape design is needed on the south side of Empire Avenue adjacent to Empire Center and is currently being designed and coordinated with Caltrans and the Empire Center property owner.

Forecasted Project Completion Date: June 2025

Ongoing Operating & Maintenance Impact: Ongoing maintenance costs will be estimated as part of the final design process.

Project Manager: David Null, Senior Civil Engineer

City of Burbank Project Information Sheet
FY2024-25
Traffic, Transportation, and Pedestrian Access

Project Name San Fernando Bikeway
Department Community Development
Account Number 127 CD33A 70002_0000 P19056
370 CD33A 70002_0000 P19056

FY2024-25 Appropriation $0
Project Status Continued
Project Score N/A

PROJECT DESCRIPTION AND JUSTIFICATION

The San Fernando Bikeway is a Class I bike path that will be constructed along San Fernando Boulevard and Victory Place between Cohasset Street and Empire Avenue and along the Burbank Western Channel between Cypress Avenue and the Downtown Metrolink Station. This project completes the final three miles in a 12-mile regional bike path. It connects with the Chandler Bikeway Extension project to carry cyclists on Chandler to the Downtown Burbank Metrolink Station. The completion of this project will help close the gap in a regional Class I bike path network as well as the City's bike path network. This gap is identified in the Burbank2035 General Plan, the Bicycle Master Plan, and the Complete Streets Plan. The Greenhouse Gas Reduction Plan calls for the buildout of the City's Bicycle Master Plan and Complete Streets Plan as a means to reduce the City's greenhouse gas emissions caused by vehicle miles traveled.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Development Impact Fees	1,977,665							1,977,665
Grant Funding	3,000,000							3,000,000
Metro Grant	6,172,836							6,172,836
Transportation Development Act (TDA) Funds	62,566							62,566
Totals	**$11,213,067**							**$11,213,067**
Expenditures								
Construction		2,081,182	2,000,000					4,081,182
Engineering and Design	1,684,362	1,103,869	3,000,000					5,788,231
Inspection		400,000	943,654					1,343,654
Totals	**$1,684,362**	**$3,585,051**	**$5,943,654**					**$11,213,067**

PROJECT STATUS UPDATE

Final documents are being completed and staff are preparing approvals from county and regional agencies, and preparing construction bid documents. Completion of the design was delayed to address the extended time needed for outside agencies to review the project, and to incorporate additional Caltrans State Grant Funding secured to provide additional landscaping for the rail corridor adjacent to the project.

Forecasted Project Completion Date: June 2026
Ongoing Operating & Maintenance Impact: Routine pavement, landscaping, and other maintenance costs. The exact dollar amount will be determined as part of the design process.

Project Manager: David Kriske, Assistant Community Development Director - Transportation

City of Burbank Project Information Sheet
FY2024-25
Traffic, Transportation, and Pedestrian Access

Project Name	San Fernando Connector/Empire	**FY2024-25 Appropriation**	$0
Department	Community Development	**Project Status**	Continued
Account Number	127 CD33A 70002_0000 P13608	**Project Score**	N/A

PROJECT DESCRIPTION AND JUSTIFICATION

This project funds the construction of the Empire Interchange and Buena Vista Street/San Fernando Boulevard railroad grade separation included in the Interstate-5 HOV project. Project funds have been used for planning studies, as well as to design and construct required City utility relocations necessary for the improvement. The funding and costs below represent local project participation, including project management and coordination. This project is identified in the City's Infrastructure Blueprint as critical to improving freeway access to the Golden State area. Caltrans is the lead agency for this project and has received state and Metro transportation sales tax funds to implement and construct the project.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Years 6-10	TOTALS
Funding Sources								
Development Impact Fees	4,673,263							4,673,263
Totals	**$4,673,263**							**$4,673,263**
Expenditures								
Construction	631,894							631,894
Design	5,436,626							5,436,626
Totals	**$6,068,520**							**$6,068,520**

PROJECT STATUS UPDATE

The Burbank Boulevard Bridge was opened to traffic in November 2021. Caltrans is completing the remaining freeway mainline work to open the carpool lanes and install freeway landscaping. Staff continues to seek funding and oversee the implementation of the Interstate-5 project unmet needs list.

Forecasted Project Completion Date: December 2024

Ongoing Operating & Maintenance Impact: Increase in general street and bridge maintenance of facilities built for the Empire Interchange.

Project Manager: David Kriske, Assistant Community Development Director - Transportation and Planning

RESOLUTION NO. 25-29,674

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK MAKING FINDINGS REGARDING THE CONTINUING NEED FOR UNEXPENDED BALANCES OF IMPACT FEES AS OF JUNE 30, 2025

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. Government Code Sections 66000 and following (commonly known as and referenced to herein as "AB1600") regulate the imposition, collections, maintenance, expenditure and reporting of impact fees imposed on developers for the purpose of defraying costs of public facilities.

B. The City of Burbank has identified seven (7) impact fees collected from developers that are subject to AB1600's requirements. Those fees are the Transportation Improvement Fees, Library Fees, Park and Recreation Fees, Police Fees, Fire Fees, Information Technology ("IT") Fees, and Development Administration Surcharge Fees.

C. In accordance with the provisions of AB1600, the City has set up separate special revenue funds for each type of fee (individually referred to herein as the "Transportation Improvement Subfund," "Library Subfund," "Park and Recreation Subfund," "Police Subfund," "Fire Subfund," "IT Subfund," and "Administration Subfund," and collectively referred to as the "Subfunds"), crediting earned interest to those funds, and spending the accumulated fees and related interest on appropriate expenditures.

D. AB1600 and the Burbank Municipal Code ("BMC") requires the City to make specific findings every five years with respect to any portion of the fees remaining unexpended to: 1) identify the purpose to which the fee is to be put; 2) demonstrate a reasonable relationship between the fee and the purpose for which it was charged; 3) identify all sources and amounts of funding anticipated to complete financing of the improvement; and 4) designate the approximate date on which such funding will be available.

E. The findings required by AB 1600 and the BMC need only be made for money in possession of the City, and not for letters of credit, bonds or other instruments taken to secure payment of the fees at a future date.

F. Five of the City's seven Subfunds contain fees that remain unexpended five or more years after deposit of such fees.

G. The portions of the fund balance in the Library Subfund that are approaching five (5) years totals $448,613.63 ("Unexpended Library Fees").

H. The portions of the fund balance in the Park and Recreation Subfund that are approaching five (5) years totals $416,206.13 (“Unexpended Park and Recreation Fees”).

I. The portions of the fund balance in the Administration Subfund that are approaching five (5) years totals $128,920.78 (“Unexpended Administration Fees”).

J. The portions of the fund balance in the Fire Subfund that are approaching five (5) years totals $14,497.82 (“Unexpended Fire Fees”).

K. The portions of the fund balance in the Police Subfund that are approaching five (5) years totals $79,648.95 (“Unexpended Police Fees”).

L. Finally, Transportation Improvement Fees have provided local funding leverage to help the City secure much larger grants and other funding assistance for transportation projects, by enabling the City to spend revenues from the Transportation Improvement Subfund and receive various grant reimbursements upon project completion. Therefore, no portion of the Transportation Improvement Subfund balance totaling $12,386,586.35 approaches five (5) years because funds have been spent on a regular basis for qualifying projects.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The Council makes the following findings for the Unexpended Library Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Library Fee (“Library Fee”), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the “Burbank Development Impact Fee Nexus Study (2022)” (“DIF Nexus Study”) are met with respect to the additional demands placed on library space generated from such development.

B. A reasonable relationship exists between the Library Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth, which adversely impacts the cost of providing library system resources needed to accommodate the anticipated substantial increase in service population, and requires additional facility square footage and capital improvements to accommodate increases in residential and commercial use. The Unexpended Library Fees will be spent on the projects identified in Table 1 to bring the ratio of library space, books and materials per resident/employee to market conditions as specified in the DIF Nexus Study.

C. The current cost estimate for these library projects significantly exceeds the Library Fees expected to be collected. The remaining funds will be obtained from other sources such as City General Fund, City-issued debt, and other local, state, and federal grants, if available.

Table 1: Library Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
Replacement Central Library	$165,000,000	$22 million in Municipal Infrastructure funding, various library capital and improvement accounts, the remainder is unfunded	2029
Additional Library Materials	$40,000/year	General Fund	Ongoing
RFID System	$582,900	Unfunded	2035
Makerspace	$699,480	Unfunded	2035

D. The remaining funding for the projects needed to bring the ratio of library space, capital improvements, and library system resources per resident/employee to market conditions is expected to be received by 2035. The Library Fee continues to be required in order to fund the library-related improvements described in Table 1 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

2. The Council makes the following findings for the Unexpended Park and Recreation Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Park and Recreation Fee ("Park and Recreation Fee"), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on parks and recreation space generated from such development.

B. A reasonable relationship exists between the Park and Recreation Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth which increases demand for developed park and recreation facilities. The Unexpended Park and Recreation Fees will be spent on the projects

identified in Table 2 to provide neighborhood parks, community parks, and renovation of existing parks facilities as specified in the DIF Nexus Study.

C. The current cost estimate for these parks projects significantly exceeds the Park and Recreation Fees expected to be collected. The remaining funds will be obtained from other sources such as Los Angeles County Measure A grants, City General Fund, City Municipal Infrastructure Fund, and other local, state, and federal grants, if available.

Table 2: Park and Recreation Improvements

Project	**Estimated Cost**	**Additional Funding Sources and Funding Amounts Supplementing DIF**	**Approximate Date when Additional Funding is Expected**
Brace Canyon Park Ballfield Improvements	$5,159,262	$725,000 Los Angeles County Measure A grant; $94,622 Park Development Fees, $3,514,640 Municipal Infrastructure Fund	2026
Olive Rec Center Re-design	$8,452,500	$8,202,500 City General Fund - Capital Projects, City Municipal Infrastructure Fund	2025
George Izay Park Master Plan	$1,328,850	$100,000 Park Development Fees, $78,425 Municipal Infrastructure Fund	2026
Gross Ballfield Shade Structure	$279,030		2026
McCambridge Pool Replacement	$18,200,000	$1,500,000 Grant Funding, $15,700,000 unfunded	2028
Olive Rec and Theater Replacement	$58,639,650	$100,000 Measure A Funds, $3,529,225 Municipal Infrastructure Fund, $53,860,000 unfunded	2030

D. The remaining funding for the neighborhood parks, community parks, and renovation of existing parks facilities is expected to be received by 2030. The Park and Recreation Fee continues to be required in order to fund the parks-related improvements described in Table 2 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

3. The Council makes the following findings for the Unexpended Administration Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 1 (beginning with BMC §10-1-2201), the City has collected a five percent

administration fee (“Administration Fee”) on all development impact fees, for the purpose of assisting with the administrative costs incurred by the City to administer the development impact fee program.

B. A reasonable relationship exists between the Administration Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City to offset the related staff time and resources required to administer related development impacts and fees collected pursuant to BMC Title 10, Chapter 1, Article 22. The Unexpended Administration Fees will be spent on future staff time and resources to administer the development impact fee program.

C. The current administrative cost estimate to administer the development impact fee program exceeds the Administration Fees expected to be collected. The administrative costs include staff time and a new development impact fee nexus study, which will be completed when the City finishes three specific plans that are in development. The remaining funds will be obtained from other sources such as the City General Fund.

D. Funding needs for the administrative costs associated with the development impact fee program will be ongoing as long as a development impact fee program is administered within the City. The Administration Fee continues to be required in order to administer the program, and the cost is to be spread proportionally among the new residential and non-residential users who contribute to the population growth generating the need for the development impact fee program.

4. The Council makes the following findings for the Unexpended Fire Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Fire Fee (“Fire Fee”), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on the Burbank Fire Department generated from such development.

B. A reasonable relationship exists between the Fire Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth which increases demand for new Fire Department capital equipment and facilities. The Fire Fees will be spent on the projects identified in Table 3 to provide new vehicles and associated costs, and new apparatus floors, as specified in the DIF Nexus Study.

C. The current cost estimate for these Fire Department projects significantly exceeds the Fire Fees expected to be collected. The remaining funds will be obtained from other sources such as City General Fund, City Municipal Infrastructure Fund, and other local, state, and federal grants, if available.

Table 3: Fire Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
Apparatus Floors	$2,192,149	Unfunded	2035
Vehicles	$10,294,015	Unfunded	2035

D. The remaining funding for the Fire capital equipment and facilities projects is expected to be received by 2035. The Fire Fee continues to be required in order to fund the Fire Department improvements described in Table 3 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

5. The Council makes the following findings for the Unexpended Police Fees:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Police Fee ("Police Fee"), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on the Burbank Police Department generated from such development.

B. A reasonable relationship exists between the Police Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth which increases demand for Police Department capital equipment and facilities. The Police Fees will be spent on the projects identified in Table 4 to provide new vehicles, security camera systems, and other capital equipment and facilities as specified in the DIF Nexus Study.

C. The current cost estimate for these Police Department projects significantly exceeds the Police Fees expected to be collected. The remaining funds will be obtained from other sources such as City General Fund, City Municipal Infrastructure Fund, and other local, state, and federal grants, if available.

Table 4: Police Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
Vehicles	$2,171,031	Unfunded	2035
Body Worn and In-Car Camera Systems	$462,846	Unfunded	2035
Police Headquarters Fire 11 Surveillance System	$230,000		2026
Range Training Center	$291,450	Unfunded	2035

D. The remaining funding for the new vehicles, security camera systems, and other capital equipment and facilities is expected to be received by 2035. The Police Fee continues to be required in order to fund the Police-related improvements described in Table 4 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

6. Although the IT Fees are not yet five (5) years old, the Council makes the following findings for the IT fees to reaffirm the purpose and ongoing need for these revenues:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 3 (beginning with BMC §10-1-2224), the City has collected a development fee known as the Information Technology Fee ("IT Fee"), which is a sub-fee within the Community Facilities – Non-Transportation Related Fee, for the purpose of assuring that the level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on the Burbank Information Technology systems and infrastructure generated from such development.

B. A reasonable relationship exists between the IT Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential development in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate population growth which increases demand for the City's IT facilities associated with the City's technology systems and infrastructure. The IT Fees will be spent on the projects

identified in Table 6 to provide new Smart City Edge technology infrastructure and for control and management systems, as specified in the DIF Nexus Study.

C. The current cost estimate for these information technology projects significantly exceeds the IT Fees expected to be collected. The remaining funds will be obtained from other sources such as City General Fund, City Municipal Infrastructure Fund, and other local, state, and federal grants, if available.

Table 5: IT Improvements

Project	**Estimated Cost**	**Additional Funding Sources and Funding Amounts Supplementing DIF**	**Approximate Date when Additional Funding is Expected**
Smart City Edge Technology Infrastructure	$26,580,243	Unfunded	No date
Control and Management Systems	$1,165,800	Unfunded	No date

D. The remaining funding for the new information technology systems and infrastructure is expected to be received by 2030. The IT Fee continues to be required in order to fund the IT-related improvements described in Table 5 above, and the cost of the necessary improvements is to be spread proportionally among the new residential and non-residential users which contribute to the population growth generating the need for the improvements.

7. Although there are no Transportation Improvement Fees in the Transportation Improvement Subfund that are approaching five (5) years, the Council makes the following findings for the Transportation Improvement Fees to reaffirm the purpose and ongoing need for these revenues:

A. As authorized under BMC Title 10, Chapter 1, Article 22, Division 2 (beginning with BMC §10-1-2217), the City has collected a development fee known as the Community Facilities - Transportation Improvement Fee ("Transportation Improvement Fee") for the purpose of assuring that the transportation level of service goals of the City as set forth in the DIF Nexus Study are met with respect to the additional demands placed on the transportation system by traffic generated from such development.

B. A reasonable relationship exists between the Transportation Improvement Fees and the purpose for which they were collected, in that the fees were imposed upon all new non-residential and residential developments in the City. Those new development projects, according to the DIF Nexus Study, cumulatively generate traffic growth which adversely impacts transportation and traffic circulation in the City. Existing Transportation Improvement Fees will be

spent on the infrastructure projects listed in Table 6 that help offset the impacts generated from development necessitating roadway improvements, transit improvements, bikeway improvements, and pedestrian improvements.

C. The current cost estimate for these transportation improvements significantly exceeds the Transportation Improvement Fees expected to be collected. The remaining funds will be obtained from other sources such as California Department of Transportation (Caltrans) grants, Los Angeles County Metropolitan Transportation Authority (Metro) grants, local return, City reserves, private funding, and other local, state, and federal grants.

Table 6: Transportation Improvements

Project	Estimated Cost	Additional Funding Sources and Funding Amounts Supplementing DIF	Approximate Date when Additional Funding is Expected
First Street Bike Lane	$1,692,045	$599,206 Measure R Local Return Funds, $100,000 Municipal Infrastructure Funds, $90,794 Transportation Development Act Funds	2026
Olive Bridge Replacement	$150,318,732	Partially Funded by $19,354 State Gas Tax Fund, $149,378 General City Capital Improvements Fund, $4,000,000 Metro Measure R Grant Funds, $2,000,000 Federal STBG federal grant funds. Future funding expected from additional State/Federal Grants.	2030
Rancho Providencia Neighborhood Protection Plan	$540,000		2028
San Fernando Bikeway	$11,213,067	$9,172,836 grant funding, $62,566 Transportation Development Act Funds	2027
Roadway Capacity Improvements	$23,053,044	Future funding expected from Regional/State/Federal Grants	2040
Intersection Capacity Improvements	$26,351,600	Future funding expected from Metro Measure R and Measure M Regional Funding, Local Return Funds	2040
Transportation System Management Projects	$40,081,250	Future funding expected from Regional/State/Federal Grants and Complete Streets Objective Development Standards.	2040
Transit Improvements	$87,129,350	Partially Funded by $10,053,082 Metro Measure M AVCJPA Regional Funds. Future funding expected from additional State/Federal Grants.	2040

Path and Protected Bikeway Improvement Projects & On-Street Bicycle Improvements	$53,475,268	Future funding expected from Regional/State/Federal Grants and Complete Streets Objective Development Standards	2040
On-Street Bicycle Improvement Projects	$53,475,268	Future funding expected from Regional/State/Federal Grants and Complete Streets Objective Development Standards.	2040
Pedestrian Improvements	$60,480,420	Future funding expected from Regional/State/Federal Grants and Complete Streets Objective Development Standards.	2040

D. The remaining funding for transportation improvements is expected to be received by 2040. The Transportation Improvement Fee continues to be required in order to fund the transportation-related improvements described above, and the cost of the necessary improvements is to be spread proportionally among the new non-residential users which contribute to the traffic generating the need for the improvements.

PASSED and ADOPTED this 16th day of December 2025.

_s/Tamala Takahashi_____
Tamala Takahashi
Mayor

Approved as to Form
Office of the City Attorney

Attest:

_s/Kimberley Clark_____
Kimberley Clark, City Clerk

By: _s/Lisa Kurihara_____
Lisa Kurihara
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by a majority vote of the Council of the City of Burbank at its regular meeting held on the 16th day of December 2025, by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

MANAGEMENT SERVICES

DATE: December 16, 2025

TO: Justin Hess, City Manager

FROM: Betsy McClinton, Management Services Director
BY: Julie Chaidez, Acting Human Resources Manager

SUBJECT: Approval of a First Amendment to the Fiscal Year 2024-25 Professional Services Agreement with Return-To-Work Partners to Provide Consulting and Case Management Support for Compliance with the Fair Employment and Housing Act and the Americans with Disabilities Act

RECOMMENDATION

Approve a First Amendment to the Professional Services Agreement (PSA) with Return-To-Work Partners (RTW) to provide consulting and case management support for compliance with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA).

BACKGROUND

On January 28, 2025, the City Council approved a PSA with RTW for the period of October 1, 2024, through June 30, 2025, to provide consulting and case management services supporting the City's compliance with FEHA and ADA requirements.

RTW's expertise and collaborative approach have significantly enhanced the City's FEHA/ADA processes, improving the experience for both employees and departments. Through its partnership with RTW, Management Services Department (MSD) staff have developed a stronger understanding of legal obligations under FEHA and ADA, thereby reducing potential liability risks for the City.

DISCUSSION

Since the PSA was approved, the City has experienced a higher-than-anticipated volume of FEHA/ADA cases requiring interactive process meetings, accommodation

assessments, and case management support. This increase in activity has resulted in additional consulting hours necessary to ensure timely compliance and effective resolution of cases.

As a result, final invoicing for services rendered through June 30, 2025, exceeds the original PSA limit of $250,000. To account for these additional costs, staff recommends approval of a First Amendment to increase the contract amount by $125,000, for a revised not-to-exceed total of $375,000. No changes to the term or scope of services are proposed.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and such as, is not a “project” subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs §15378.

FISCAL IMPACT

Sufficient funds are available in the FY 2025-26 Adopted Budget to cover the additional cost of $125,000. No additional budget appropriation is required.

CONCLUSION

Due to a higher-than-expected number of FEHA/ADA cases, additional consulting services from RTW were required to support the City’s compliance efforts. Through this partnership, RTW has not only assisted in managing the increased caseload but has also been instrumental in strengthening the City’s internal FEHA/ADA capabilities, improving processes, and reducing potential liability exposure. As a result of this in-house capacity building, the City anticipates tapering its reliance on RTW in future fiscal years. To cover the higher-than-expected costs for services provided through June 30, 2025, staff recommends approval of a First Amendment to the PSA with RTW, increasing the total contract amount to $375,000.

ATTACHMENTS

Attachment 1 – First Amendment to Professional Services Agreement with RTW
Attachment 2 – Professional Services Agreement with RTW, Effective October 1, 2024 – June 30, 2025

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

DATE: December 16, 2025

PARTIES: "CITY"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Betsy McClinton
Title: Management Services Director
Telephone: 818-238-5026

Mailing Address: 275 E. Olive Avenue
P. O. Box 6459
Burbank, CA 91510

"CONSULTANT"

Monjaras & Wisemeyer Group Inc. dba Return to Work Partners

Representative: Name: Steve Monjaras
Title President
Telephone: 877-984-7969

Mailing Address: 2201 East Willow Street
Suite D #189
Signal Hill, CA 90755

TERM: Original Commencement Date: October 1, 2024
Original Completion Date: June 30, 2025

COST OF SERVICE:

Original Cost of Service:	$250,000
First Amendment to Cost of Service:	+$125,000
Revised Cost of Service:	$375,000

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment"), is made and entered into the date listed above (the "Effective Date"), by and between THE CITY OF BURBANK, a municipal corporation (the "City") and Return to Work Partners (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

1.0 Purpose; Definitions. City and Consultant entered into a Professional Services Agreement dated October 1, 2024 ("Agreement"), for Consultant to provide development of essential function job analysis, accommodation meeting facilitation and management of Return-to-Work Program. Now City and Consultant desire to amend the Agreement with this First Amendment to Professional Services Agreement to increase the compensation. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

2.0 Amendment to Compensation. The total compensation payable by the City to the Consultant as set forth in Section 3.0 of the Agreement is hereby amended to a not to exceed amount of $375,000.

3.0 Execution Counterparts. This First Amendment may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this First Amendment with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this First Amendment by a Party, and transmitted electronically as described in this Section to the other Party.

4.0 Ratification of Professional Services Agreement. All other provisions of the Agreement, not inconsistent with this First Amendment, shall remain in full force and effect and are specifically incorporated herein.

In recognition of the obligations stated in this First Amendment, the parties have executed this First Amendment on the date indicated above.

(Signatures on next page)

"CONSULTANT"	"CITY"
_____ Signature	By: _____ Signature
_____ Name (please print)	_____ Name (please print)
_____ Title	_____ Title
If Consultant is a Corporation or LLC, a second signature is required.	Approved as to Form Office of the City Attorney
_____ Signature	By: _____ Signature
_____ Name (please print)	_____ Name (please print)
_____ Title	_____ Title
	ATTEST: Office of the City Clerk
	By: _____ Signature
	_____ Name (please print)
	_____ Title

PROFESSIONAL SERVICES AGREEMENT

by and between

THE CITY OF BURBANK

and

RETURN TO WORK PARTNERS

dated as of October 1, 2024

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into this first day of October, 2024 (the "Effective Date"), by and between **THE CITY OF BURBANK**, a municipal corporation (the "City") and **RETURN TO WORK PARTNERS** (the "Consultant"). The City and the Consultant are herein referred to, individually, as a "Party", and, collectively, as the "Parties".

City and Consultant agree as follows:

1.0 Services. Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the "Scope of Services" set forth on Exhibit A to this Agreement (the "Scope of Services"). The initiation of service by the Consultant should not commence until all of the following conditions have been satisfied:

(a) Consultant has furnished all of the insurance documents required by Section 10.0 below; and

(b) Consultant has furnished any required supporting documentation required by Sections 16.0 below.

(c) Consultant shall perform each service within the Scope of Services only to the extent of the specific written authorization or notice to proceed provided by the City Project Manager, which shall direct the Consultant to proceed with the services listed in the Scope of Services, or any portion therein. To the extent that the Scope of Services involves more than one service, Consultant shall only be entitled to payment for services upon City Project Manager's written authorization or notice to proceed with such service. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the City Project Manager. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless City and Consultant have agreed in writing before the performance of extra services that are beyond the Scope of Services, City shall have no liability for such extra services and Consultant shall have no right to claim compensation for such extra services or expenses. The applicable hourly rates for authorized extra services shall be at the hourly rates set forth in the Schedule of Compensation (Exhibit B) unless otherwise agreed to by the parties in writing.

2.0 Term of Agreement; Termination.

2.1 Term. The term of this Agreement is from the Effective Date until June 30, 2025; provided, however, that the term of this Agreement may be extended by written amendment executed by authorized representatives of each of the Parties or may be earlier terminated as provided in Section 2.2 below (the "Term").

2.2 Termination by City. The City may terminate any or all of the services agreed to be performed under this Agreement without cause, at any time during the Term by giving the Consultant thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.

2.3 Effect of Termination. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) days following submission and approval of a final invoice by Consultant unless termination is for cause. In the event that such termination was for cause, Consultant shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the City to the Consultant under this Agreement shall not exceed the sum of $250,000 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Consultant shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Consultant unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

4.1 The staff person designated by Consultant to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Steve Monjaras
President
2201 East Willow Street, Suite D#189
Signal Hill, CA 90755
Steve@r2wp.com

Representative shall be a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, City on the progress of the work. The Consultant may, from time to time, remove or replace the Representative

designated in this Agreement only with prior written consent by the City's Designated Official.

4.2 The services to be performed by Consultant shall be accomplished under the general direction of, and coordination with, the staff person designated by the City serving as the project manager (the "City Project Manager"). The City Project Manager designated by the City for day-to-day administration of this Agreement shall be:

Veronica Wachowiak
Administrative Analyst II
301 East Olive Avenue, Suite 300
Burbank, CA 91502
VWachowiak@burbankca.gov

The City may, from time to time, remove or replace the City Project Manager designated in this Agreement by written notice to Consultant. The City Project Manager has no authority to execute any amendments, consents or waivers on behalf of the City.

4.3 With respect to matters that extend beyond the day-to-day administration of this Agreement, the City designates Betsy McClinton, Management Services Director, Management Services Department (the "Designated Official") to handle such matters.

(818) 238-5026
EMcClinton@burbankca.gov

5.0 **Invoicing and Payment.** Consultant shall provide City with written verification of the actual compensation earned, which written verification shall be in a form reasonably satisfactory to the City Project Manager. Invoices shall be made no more frequently than on a monthly basis and no less frequently than every 60 days, and shall describe in reasonable detail the work performed (including a list of hours worked by personnel classification) together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after City's approval of such invoice.

6.0 **Standard of Skill.** Consultant, and Consultant's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Consultant shall be with the degree of skill and diligence normally practiced in the industry for which Consultant is being retained by the City. To the extent that Consultant's industry is subject to guidelines, rules or other standards, Consultant shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Consultant's work by the City shall not operate as a release of the Consultant from such standard of care and workmanship.

7.0 **Independent Contractor.** Consultant is retained and engaged by the City only to the extent set forth in this Agreement, and the Consultant's relationship to the City is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's

time and activities which Consultant is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for City's officers or employees. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Consultant (including any of its officers, employees or other agents) of its obligations under this Agreement. Consultant has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.

8.0 **Hold Harmless and Indemnity**. Consultant shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. To the fullest extent provided by law, Consultant holds City, its elected officials, officers, agents, and employees, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Consultant is on City property, or which are connected, directly or indirectly, with Consultant's performance of any activity or work required under this Agreement.

8.2 Defense and Indemnity. Consultant shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, or the willful misconduct of Consultant or any of Consultant's officers, agents, employees, representatives, sub-consultants, or subcontractors, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Consultant of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

8.3 No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.0 below.

9.0 Correction or Re-Performance of Work. If City believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, City may deliver notice to Consultant. Such City's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon City's sole discretion, may also make a request for Consultant to re-perform the services. If City requests Consultant to re-perform services, Consultant shall promptly re-perform the services at no additional cost to City in a reasonably timely manner. Should Consultant fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Consultant hereunder or charged to Consultant with such amounts to be paid by Consultant within thirty (30) days of receipt of such invoice.

10.0 Insurance.

10.1 Insurance Coverage. Consultant shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.

10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Consultant under this Agreement, Consultant shall provide the City with copies of certificates (on an Accord form as modified per City direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the City, Consultant shall deliver a copy of its insurance policies.

10.3 Failure to Maintain Insurance. If Consultant receives a cancellation notice of any insurance required by this Agreement, Consultant shall, within one day of receipt, forward said notice to City Project Manager. If Consultant at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

11.0 Work Product.

11.1 Deliverables. Consultant shall deliver to the City the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The City may also request, and Consultant shall provide to City, copies of all other information developed in the course of the Consultant's performance of this Agreement. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all

Work Product produced by the Consultant. Consultant represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

11.2 Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

12.0 Confidentiality.

12.1 Non-Disclosure Exemptions. Consultant may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in the California Public Records Act.

12.2 Confidentiality Obligation. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Consultant has secured such customer's express, written consent to release of such customer's information, (c) any information classified by City as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by City until City has advised Consultant in writing that such information may be released.

13.0 Acceptance of Final Payment by Consultant. The acceptance by Consultant of the final payment made under this Agreement shall release City from all claims and liabilities for compensation to or for the benefit of Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, agents, subcontractors and subconsultants for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Consultant; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, agents, subcontractors and subconsultants.

14.0 Records. Consultant shall maintain complete and accurate records with respect to sales,

costs, expenses, receipts, and other such information required by the City, the Designated Official or the City Project Manager. Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Consultant shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 Conflict of Interest. Consultant agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Consultant represents and warrants that it is unaware of any City employee or official that has a financial interest in Consultant's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer or accept any financial interest in Consultant's business by any City employee or official.

16.0 Payee Registration Form. City shall provide a Payee Registration Form to Consultant and Consultant shall deliver a completed registration form to the City. Consultant acknowledges that this form is necessary for the City to process any payment for services hereunder.

17.0 Non-Appropriation of Funds. Payments due and payable to Consultant for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

18.0 Compliance with Laws. Consultant agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

18.1 Permits and Licenses. Consultant, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18.2 Anti-Terrorism Laws; Sanctions. The Consultant represents and warrants that:

(1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism);

(2) it does not engage in any dealings or transactions with any such persons described above; and

(3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

19.0 **Meet and Confer**. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

20.0 **Waiver; Remedies Cumulative.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

21.0 **Integrated Agreement; Construction.** This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

22.0 **Amendment; Modification.** This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

23.0 **Assignment.** This Agreement is personal to the Consultant and may not be assigned

without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Consultant is voidable in the City's sole discretion.

24.0 **Use of the Term "City."** Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25.0 **Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

26.0 **Execution Counterparts.** This Agreement may be executed in counterparts and each such duplicate counterpart shall constitute an original, any one of which may be used for any purpose without the production of its duplicate counterpart. Moreover, each counterpart shall be deemed for all purposes to be an original, and all such counterparts together shall constitute one and the same instrument, binding on all Parties hereto. Transmission by facsimile, electronic mail, and/or other validated instantaneous electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart, and shall be valid, binding and effective for all purposes. Notwithstanding the foregoing, the authority under this Section to execute this Agreement with an electronic signature shall be limited to a physical ("wet ink") signature placed on a counterpart to this Agreement by a Party, and transmitted electronically as described in this Section to the other Party.

27.0 **Governing Law.** The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

28.0 **Survival.** The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

29.0 **Notices.** Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO CITY:

The City of Burbank
Management Services Department
Attention: Veronica Wachowiak
301 East Olive Avenue, Suite 300
Burbank, CA 91502
VWachowiak@burbankca.gov

With a copy to:

The City of Burbank
Management Services Department
Attention: Betsy McClinton
301 East Olive Avenue, Suite 300
Burbank, CA 91502
EMcClinton@burbankca.gov

TO CONSULTANT:

Return to Work Partners
Attention: Steve Monjaras
2201 East Willow Street, Suite D#189
Signal Hill, CA 90755
steve@r2wp.com

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

30.0 **Safety Requirement.** To the extent that Consultant performs any work on premises owned or leased by the City, the Consultant agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, should immediately be reported to the City Project Manager.

31.0 **Copyright.** In the event Consultant creates an original work product as part of the Scope of Services ("work product"), Consultant agrees that work product is a work made for hire. Consultant acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for–hire as defined in 17 U.S.C. 101, then Consultant hereby transfers any and all interest of the copyright(s) in the work product to City. This transfer and assignment are irrevocable and in perpetuity.

Further, Consultant represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to City prior to the completion of the Scope of Services. Consultant indemnifies and defends City as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Consultant agrees to provide all log-in credentials for social media and other on-line electronic platforms to City within ten (10) days of establishing same, which shall allow City at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should City choose to do so. In any event, upon the conclusion of Consultant's services, Consultant shall no longer utilize any log-in credentials or electronic on-line platforms.

32.0 **Prevailing Wages.** To the extent that the Consultant performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Consultant agrees that it shall comply with this Section. The Consultant, and any subcontractor or subconsultant working on behalf of the Consultant with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Consultant shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Consultant must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than $25,000.

[Signature Page on the Following Page]

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"CONSULTANT"
Return to Work Partners

Signature

Steve Monjaras
Name (Please Print)

President
Title

If Consultant is a corporation or LLC, a second signature is required:

Signature

STEVE MONJARAS
Name (Please Print)

PRESIDENT
Title

"CITY"
City of Burbank

Signature

Betsy McClinton
Name (Please Print)

Management Services Director
Title

ATTEST:
Office of the City Clerk

Kimberley Clark, City Clerk

Standard Template
Approved as to Form
Burbank City Attorney's Office
January 2023

By:

Signature
Jina Oh

Chief Assistant City Attorney

PURCHASING DIV.
CITY OF BURBANK
2025 MAR -6 AM 9:40

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"CONSULTANT"
Return to Work Partners

Steve Monjaras
Signature

Steve Monjaras
Name (Please Print)

President
Title

If Consultant is a corporation or LLC, a second signature is required:

Signature

Alicia Sepulveda Greenwood
Name (Please Print)

CFO
Title

"CITY"
City of Burbank

Signature

Betsy McClinton
Name (Please Print)

Management Services Director
Title

ATTEST:
Office of the City Clerk

Kimberley Clark, City Clerk

Standard Template
Approved as to Form
Burbank City Attorney's Office
January 2023

By:
Signature
Jina Oh

Chief Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

Consultant shall perform the following services for the benefit of the City:

Return To Work Partners proposes an hourly rate for the development of an Essential Function Job Analysis, Accommodation Meeting Facilitation and Management of Return To Work Program. EFJA and Accommodation Meetings will be completed on an as needed basis for open claims and on non-industrial related requests.

Essential Functions Job Analysis will be developed around our pre-formatted EFJA template. Each EFJA will have specific information based on information provided via existing job description, via interviews with incumbents and by observation. The EFJA will outline the following: Job Purpose; Work Schedule; Required Qualification; Identification of Essential & Non-Essential Job Functions; Supporting documentation how Essential & Non-Essential Functions were identified; Physical Demands and frequencies; Hand Activities and frequencies; Lifting and Carrying requirements; Equipment and Machinery Operated; Mental & Psychological Demands; Environmental Exposures; Communications and Sensory Demands. Upon request additional physical and psychological demands can be added. This will enable **City of Burbank** to create a job bank that will meet your current and future needs.

Accommodation Meeting / Interactive Process will be developed around our pre-formatted Interactive Accommodation Assessment Summary. Each Accommodation Meeting will be handled by an experienced consultant and will include the following services: Contacts with all pertaining parties; scheduling of meeting; review and development of all supporting documents e.g. notices, follow-up, attaining precise work restrictions/limitations; facilitation of the interactive process; complete documentation of meeting; development of return-to-work agreements and related supporting documents and obtaining signatures as needed.

All services will include the following complementary services:

- Complimentary Disability Compliance Assessments and the staffing and consultation of developing situations.
- Maintenance and cataloging of all Accommodation Meetings conducted by Return To Work Partners.

Ergonomic Evaluations will be billed at an hourly rate. Services will include an on-site evaluation, research/assessment of equipment needs and ergonomic equipment recommendation, which will be summarized in a formal Workstation Assessment Report with pictures of current situation. Each Workstation Assessment will be evaluated by various worksite components e.g. monitor, chair, input devices and overall office layout. Should the recommendations and equipment outlined in the submitted report be approved, a follow up visit by a consultant is recommended in order to ensure that all recommendations are appropriately applied. In addition, a follow up visit will help ensure the workstation encourages neutral work positions and ensures that the employee understands how to utilize any new equipment provided.

All deliverables provided under this Agreement shall be in form and substance reasonably satisfactory to City.

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

☐ **Time and Materials**: The City shall pay for the services on a time-and-material basis. Consultant shall invoice the City for all actual hours of work performed in accordance with this Agreement at the following rates:

Service Fees

Description of Service	**Professional Rate / Fees**
Essential Functions Job Analysis	$135.00 per hour
Professional Travel Time	$135.00 per hour
Mileage	.67 per mile

Service Fees

Description of Service	**Professional Rate / Fees**
Accommodation Meeting/ Interactive Process	$250.00 per hour
Professional Travel Time	$250.00 per hour
Mileage	.67 per mile

All services will include the following complementary services:

- Complimentary Disability Compliance Assessments and the staffing and consultation of developing situations.
- Maintenance and cataloging of all Accommodation Meetings conducted by Return To Work Partners.

Service Fees

Description of Service	**Professional Rate / Fees**
Erqonomic Consult/ Evaluation/ Installation	$150.00 per hour

Professional Travel Time	$150.00 per hour
Mileaqe	.67 per mile
Cost of Erqonomic Equipment	Lowest Market Price

We guarantee to match the lowest available market price on Equipment

A charge of 1 hour of professional time will be applied for any cancellation of meetings less than 24 hours in advance.

Litigated cases where a consultant is subpoenaed to appear for a deposition or trial will be billed at a rate of $300.00 per hour.

All services will be invoiced upon completion of assignment or every 30 days, whichever comes first. Payments are due within 30 days from invoice date, or a 1.5% late fee will be assessed every 30 days thereafter.

EXHIBIT C
INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**. Coverage shall be at least as broad as:

1. **Commercial General Liability**: Insurance Services Office Form CG 00 01 covering commercial general liability insurance ("CGL") on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **$2,000,000**.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability or Errors and Omissions:** Errors and Omissions insurance appropriate to the Consultant's profession ("E&O Insurance"), with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the City or ten (10) days' prior written notice for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Such insurers shall be licensed to provide insurance under California state law.

Claims Made Policies. For the E&O Insurance Policy and any other insurance providing claims-made coverage (e.g., pollution liability insurance, if applicable):

1. The "Retroactive Date" must be shown, and must be before the Effective Date.

2. Insurance must be maintained and evidence of insurance must be

provided *for at least three (3) years after completion of the work required under the Agreement.*

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Agreement Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Cyber Liability Insurance

Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. **City shall inform Consultant if such insurance is required.**

Contractors Pollution Liability and/or Asbestos Pollution Liability

If Consultant's Scope of Services includes the handling or transportation of hazardous materials, Consultant shall maintain pollution liability and/or asbestos pollution liability applicable to the work being performed, with a limit no less than **$1,000,000** per claim or occurrence and **$2,000,000** aggregate per policy period of one year. **City shall inform Consultant if such insurance is required.**

STAFF REPORT

COMMUNITY DEVELOPMENT

DATE: December 16, 2025

TO: Justin Hess, City Manager

FROM: Patrick Prescott, Community Development Director
BY: Simone McFarland, Assistant Community Development Director

SUBJECT: Adoption of a Resolution Authorizing the Execution of a Lease Agreement with Home Again Los Angeles to A Homeless Access Center Located at 2244 N. Buena Vista and Approval to Amend Fiscal Year 2025-26 Budget to Appropriate Funds, and Authorize the Acceptance of Future Funds Under the Lease Agreement

RECOMMENDATION

Adopt A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A LEASE WITH HOME AGAIN LOS ANGELES FOR BURBANK'S HOME AGAIN LOS ANGELES (HALA) ACCESS CENTER LOCATED AT 2244 N. BUENA VISTA AND APPROVAL TO AMEND FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE FUNDS, AND AUTHORIZE THE ACCEPTANCE OF FUTURE FUNDS UNDER THE LEASE AGREEMENT (Attachment 1).

BACKGROUND

At City Council's (Council) direction, staff has been working to develop approved plans and environmental documents for tenant improvements to the City-owned building located at 2244 N. Buena Vista. Concurrently, staff has negotiated a long-term lease with HALA (Attachment 2) and are seeking approval from Council to enter into the lease agreement with HALA, a non-profit homeless service agency.

The City owns the land and associated building located at 2244 N. Buena Vista (Property)

[1] A "Fee Simple" title provides the landowner with complete/total ownership of a piece of land and all properties on it. The landowner may make any changes to the property if it falls within all established easements and zoning laws.

through a “Fee Simple” title[1], which includes an approximate 4,500 square foot structure built in 1949 by the City for use as a Burbank fire station. From 1994 through 2021, the Boys and Girls Club leased the Property. In May of 2021, the Boys and Girls Club vacated the Property, which is currently unoccupied.

In 2021, Council directed staff to prepare a Request for Qualifications (RFQ) seeking a non-profit that serves the Burbank community to lease the building. HALA was the successful responder to the RFQ. HALA wants to lease the building from the City to establish the HALA Access Center for Families, which includes four transitional housing units. The Project meets a goal in the City’s Five-Year Homelessness Plan (2022-2027) under Strategy 3: *Create interim housing that can include shelters and/or transitional housing including a tiny home village*.

In late 2022, Council approved a staff request to negotiate with HALA to lease the building. In June 2024, Council approved an Exclusive Negotiation Agreement (ENA) with HALA, who then provided a payment of $64,000 as a good faith deposit.

The Property building is in severe disrepair with no substantial improvements having occurred since its construction 70 years ago. Total project costs that include architectural, engineering, project and construction management, studies, insurance and bonds along with environmental documentation and permits, is estimated at $5,489,461. Additionally, the tenant improvement plans have been approved along with National Environmental Policy Act (NEPA) requirements. This project is exempt from the California Environmental Quality Act (CEQA) as the Project falls under the emergency shelter crisis, declared by the City Council on April 9, 2024, and complies with Government Code §8698.2 that exempts the improvements from CEQA.

Currently, the Project is fully funded and both HALA and the City will be contributing to project improvement costs. The City will be funding $4,386,572 through Community Development Block Grant, Permanent Local Housing Allocations, and Redevelopment Loan Repayment Funds. Additionally, HALA has obtained two grants totaling $1,000,000 for the Project in cash along with in-kind donations (Attachment 3). The City funds were appropriated to the Capitol Improvement Project account.

DISCUSSION

Per Council’s direction to negotiate with HALA, staff proposes the attached Resolution (Attachment 1) and Lease (Attachment 2) for approval.

The terms of the lease include the following:

- **Term:** A 20-year lease with two, 15-year, mutually agreed upon in writing, renewable extensions for a total term of 50 years. The lease will have an effective start date upon the City’s issuance of a Certificate of Occupancy.

- **Rent:** The amount of Rent payable to the City is as follows:
  - Certificate of Occupancy - December 31, 2029: $1,500
  - January 1, 2030 – December 31, 2030: $1,750
  - January 1, 2031 – December 31, 2031: $2,000
  - January 1, 2032 – December 31, 2032: $2,500
  - Thereafter, beginning each January, the rent shall increase by 3% per year.

- **Security Deposit:** $5,000

- **Project Costs:** HALA will contribute $1,134,429 in cash and in-kind donations towards Project development as per the estimated project costs sheet. Should project costs exceed the estimated costs, HALA will be responsible for 20% of the excess not to exceed $1.2M total HALA cost. HALA has already provided a $64,000 deposit with the signing of the ENA. They will also provide award letters for grants totaling $945,000. The remaining contributions will be due to the City six months after construction begins.

  The City will contribute $4,386,572 towards the Project per the estimated project costs. Should construction costs exceed the estimated cost, the City will be responsible for 80% of the excess costs, not to exceed $4.5M total City cost.

- **Maintenance Costs:** Each Party will be responsible for maintenance of the building per the Maintenance Matrix made part of the Lease located in Attachment 2.

- **Use:** HALA must continuously use the Project site to operate a Homeless Access Center for families and children that will include four transitional housing units along with providing services and aid to Burbank residents that are either homeless or on the verge of homelessness. Burbank's homeless families will be prioritized for access to the proposed housing. Residents will have access to the facility 24/7. Standard hours of operation will be Monday through Friday 8:30 am to 5:30 pm., excluding Federal holidays. HALA will provide 24-hour, seven days a week security when residents are living on the Project site.

- **Oversight:** HALA will submit goals and achievements to the City once every 12 months. City will be allowed to inspect the building monthly if there are any concerns with notice and once a year will conduct an overall inspection.

SURPLUS LAND ACT (SLA)

A lease that extends longer than 15 years is subject to the Surplus Land Act (SLA). A lease of land that is less than one-half acre in area (21,780 square feet) and is not contiguous to

land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes is not subject to the SLA under SLA Guidelines, section 103(c)(3)(A) Exemptions include: “Small Surplus Land Parcels”. This Property is 0.23 acres and is not contiguous to land owned by a state or local agency. Therefore, the Lease is not subject to the SLA.

COMMUNITY OUTREACH

Two community meetings were held for this project. A virtual meeting was held on Wednesday, March 5, 2025, and an in-person meeting occurred on Thursday, March 6, 2025. Approximately 35 people attended the meetings. While there were many questions about the project, there were no unmitigable concerns about the project during this meetings.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act (CEQA) as the Project falls under the emergency shelter crisis, declared by the City Council on April 9, 2024, and complying with Government Code §8698.2 that exempted the improvements from CEQA. Furthermore, this approval involves a lease that would not result in any expansion of the buildings existing use. As such, this activity is exempt from CEQA under 14 CCR section 15301.

Also, in accordance with the National Environmental Policy Act, staff concluded that the proposed development is categorically excluded under Department of Housing Urban Development (HUD) regulations, 24 CFR, Part 58 et. al.

FISCAL IMPACT

Within the lease, HALA will contribute $1,134,429 in cash and in-kind donations towards Project development as per the estimated project costs sheet. Should project costs exceed the estimated costs, HALA will be responsible for 20% of the excess not to exceed $1.2M total HALA cost. HALA has already provided $64,000 as a good faith deposit.

Staff is requesting City Council authority to amend the Fiscal Year (FY) 2025-26 Adopted Budget by contributing $64,000 from account number 001.CD25A.85101.0370 (General Fund, Community Development Grants, Transfers to Other Funds, General City Capital Projects Fund) to 370.ND000.59500.0000 (General City Capital Projects, Non-Departmental, Contribution from Other Funds), and appropriate to account number 370.CD25A.70019.0000.24747 (General City Capital Projects, Community Development Grants, Building Improvements, 2244 North Buena Vista).

Staff is requesting City Council authority to accept future HALA contributions to the Buena Vista Project. Funds will be deposited into revenue account 370.CD000.58999.0000.24747 (General City Capital Projects, Community Development

General, General Miscellaneous Revenue, 2244 North Buena Vista) and appropriated to 370.CD25A.70019.0000.24747 (General City Capital Projects, Community Development Grants, Building Improvements, 2244 North Buena Vista). Staff will return to Council and request to appropriate when received.

Future rental income will be deposited into revenue accounts 001.CD000.45025.1039.24747 (General Fund, Community Development General, Rental, 2244 North Buena Vista) and 122.CD000.45025.1039.00000 (Community Development Block Grant, Community Development General, Rental) and staff will return to Council and request to appropriate when received.

CONCLUSION

In partnership with HALA, the Project will create an Access Center for families in Burbank along with four proposed transitional housing units. This aligns with the City's Five-year Homeless Plan which calls for the addition of transitional housing units. These units would support homeless families, including parents and children suffering from domestic abuse. Staff recommends Council approval of the Resolution and thereby, the lease agreement between the City and HALA, for the building located at 2244 N. Buena Vista.

ATTACHMENTS

Attachment 1 – Resolution
Attachment 2 – Lease Agreement
Attachment 3 – HALA Proof of Funds Letters

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A LEASE WITH HOME AGAIN LOS ANGELES FOR BURBANK'S HOME AGAIN LOS ANGELES (HALA) ACCESS CENTER LOCATED AT 2244 N. BUENA VISTA AND APPROVAL TO AMEND FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE FUNDS, AND AUTHORIZE THE ACCEPTANCE OF FUTURE FUNDS UNDER THE LEASE AGREEMENT

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. The City owns a building located at 2244 N. Buena Vista (Property) through a "Fee Simple" title, which includes an approximate 4,500 square foot structure built in 1949 by the City for use as a Burbank fire station.

B. From 1994 through 2021, the Boys and Girls Club leased the Property. In May of 2021, the Boys and Girls Club vacated the Property, and the Property is currently vacant.

C. In 2021, Council directed staff to prepare a Request for Qualifications (RFQ) seeking a non-profit that serves the Burbank community to lease the building. Home Again Los Angeles (HALA) was the successful responder.

D. HALA, a non-profit homeless service agency, desires to lease the Property from the City to utilize as Burbank's HALA Access Center for families. The Project includes four transitional housing units. The project meets a goal in the City's Five-Year Homelessness Plan (2022-2027) under Strategy 3: Create interim housing that can include shelters and/or transitional housing including a tiny home village.

E. In late 2022, the Council approved a staff request to negotiate with HALA to lease the building.

F. In June 2024, Council approved an Exclusive Negotiation Agreement (ENA) with HALA, who then provided a payment of $64,000 as a good faith deposit.

G. The building is in severe disrepair with no substantial improvements having occurred since its construction 70 years ago. Staff has obtained estimated project construction costs. Total project costs that include architectural, engineering, project and construction management, studies, insurance and bonds along with environmental documentation and permits, is estimated at $5,489,461.

H. Additionally, the tenant improvement plans have been approved along with National Environmental Policy Act (NEPA) requirements. This project is exempt from the California Environmental Quality Act (CEQA) as the Project falls under the emergency shelter crisis, declared by the City Council on April 9, 2024, and complies with Government

Code §8698.2 that exempts the improvements from CEQA.

I. This Property is 0.23 acres and is not contiguous to land owned by a state or local agency. Pursuant to the Surplus Land Act, SLA Guidelines, section 103(c)(3)(A) a lease of land that is less than one-half acre in area (21,780 square feet) and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes is not subject to the SLA. Therefore, the Lease is not subject to the SLA.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES AS FOLLOWS:

1. The forgoing recitals are true and correct and incorporated as if restated herein in their entirety.

2. Approval of a Lease For 2244 N. Buena Vista. The City Council has reviewed the terms of the proposed Lease and hereby approves the Lease, and all terms contained therein, with Home Again Los Angeles to operate the Burbank's Home Again Los Angeles Access Center located at 2244 N. Buena Vista.

3. The City Manager or their designee is authorized to execute this Lease, any amendments thereto, or any other necessary documents to effectuate the Lease, on behalf of the City.

4. Environmental Review. The City Council exercises its independent judgment and finds, based upon the record before it, that this approval involves a lease that would not result in any expansion of its existing use. As such, this activity is exempt from CEQA under 14 CCR section 15301. Additionally, the project is exempt from the California Environmental Quality Act (CEQA) as the Project falls under the emergency shelter crisis, declared by the City Council on April 9, 2024, and complying with Government Code §8698.2 that exempted the improvements from CEQA.

Moreover, the Project is categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements, and no further environmental review is necessary.

5. Surplus Lands Act Declaration of Exemption. The City Council hereby finds and declares that the Lease is not subject to the Surplus Lands Act ("SLA") under SLA Guidelines, section 103(c)(3)(A): "Small Surplus Land Parcels. Land that is: Less than one-half acre in area (21,780 square feet) and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes." This Property is .23 acres (10,018 square feet) and is not contiguous to land owned by a state or local agency that is used for open-space or low-and moderate-income housing purposes. .

6. The City Clerk is authorized to attest to this Lease.

7. The Financial Services Director, or her designee, is hereby authorized to appropriate any future funds received under the Lease agreement.

PASSED and ADOPTED this __ day of _____, 2025.

_____
Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

By: _____
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____ 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberley Clark, City Clerk

ATTACHMENT 1 – 3

2025 LEASE AGREEMENT
Home Again Los Angeles – 2244 N. Buena Vista Burbank CA 91504
APN: 2464-013-900

This 2025 Lease Agreement (this "**Lease**") is made and entered into as of the day of ___ , 2025, between the CITY OF BURBANK, a municipal corporation and Charter City ("**City**") and Home Again Los Angeles, a California Non-profit ("**Tenant**") and collectively known as "**Party**" or "**Parties**".

RECITALS

A. The City is the current owner in Fee Simple of the property (land and associated structures) located at 2244 N. Buena Vista, Burbank, California (Premises.)

B. On November 1, 2022, City Council approved a request to negotiate with Tenant on a long-term lease to operate the Premises as a Homeless Access Center for families and children that will include four transitional housing units.

C. On June 4, 2024, City Council approved an Exclusive Negotiation Agreement (ENA) with Tenant in which the Tenant provided a payment of $64,000 as a good faith deposit.

D. On August 2, 2025, the National Environmental Policy Act (NEPA) documents were completed and approved.

E. On April 9, 2024, City Council adopted a resolution declaring an Emergency Shelter Crisis within the City of Burbank, complying with Government Code §8698.2 and exempted improvements on the Premises from the California Environmental Quality Act (CEQA).

F. The Premises are in need of major tenant improvements. The Parties agree to share in the costs for all tenant improvements needed to bring the building up to good standard and to meet building code regulations. This includes architecture and engineering studies, project management, environmental work, tiny home modules and construction. The proportional costs are outlined in the attached Cost Sheet Breakdown (Exhibit D), which also provides a breakdown of each parties' financial obligation.

Tenant agrees to contribute $1,134,429 in cash and in-kind donations toward project development costs as per the cost estimate sheet included as Exhibit D. Should construction costs exceed the estimated costs, Tenant will be responsible for 20% of the excess not to exceed $1,200,000.

The City agrees to contribute $4,386572 toward the project development costs as

per the cost estimate sheet included as Exhibit D. Should construction costs exceed the estimated costs, Tenant will be responsible for 80% of the excess not to exceed $4,500,000.

Utility costs and taxes will all be paid for by the Tenant as noted in Article 5.2.

G. Tenant has been awarded funding grants, that require a fifteen (15) year affordability covenant be placed on the Premises. An affordability covenant will be recorded against the Premises, that runs with the Lease, and terminate upon termination of the Lease with Tenant. Such covenant will be recorded before the final Certificate of Occupancy is issued by the City to Tenant.

H. On-going maintenance and associated cost responsibilities for each party are outlined in Maintenance Matrix (Exhibit E) and in Article 6. As shown, the City will be primarily responsible for major infrastructure maintenance while the Tenant will be primarily responsible for the day-to-day maintenance obligations.

I. The City Council finds that the rental rates set forth in this Lease have been appraised and evaluated based upon the services provided by Tenant, which, but for the Tenant providing these services, the City would be obligated to provide these services. Such rates are not less than fair market value for the Property considering the services provided by Tenant pursuant to this Lease.

J. The City desires to lease the Premises to Tenant in order to operate a Homeless Access Center for families and children that will include four transitional housing units along with providing services and aid to Burbank residents that are either homeless or on the verge of homelessness.

K. A lease that extends longer than 15 years is subject to the Surplus Land Act (SLA). The Premises subject to this Lease is .23 acres. Under SLA, if a property is less than one-half acre, it is exempt from SLA consideration. Therefore, this Premises is exempt from SLA. The Burbank City Council has declared this property exempt from SLA pursuant to resolution.

NOW, THEREFORE, in consideration of the terms and conditions in this agreement, the parties agree as follows:

ARTICLE 1. EXHIBITS

1.1. Exhibits. The following exhibits are attached and incorporated into this Lease by reference:

Exhibit "A" Site Map of Premises
Exhibit "B" Legal Description of Premises
Exhibit "C" Record of Survey
Exhibit "D" Cost Sheet Breakdown

Exhibit "E" Maintenance Matrix
Exhibit "F" Facility Modernization Assessment (11/1/21)
Exhibit "G" Resolution: Approval of Lease and Surplus Land Exemption
Exhibit "H" Premises Rules and Code of Conduct. (between Tenant and Residents)
Exhibit "I" Certificate of Occupancy

ARTICLE 2. DESCRIPTION AND USE OF PREMISES

2.1. Premises. For consideration and upon and subject to the terms and conditions set forth herein, City hereby leases to Tenant, and Tenant hereby leases from City, the property commonly known as 2244 N. Buena Vista, Burbank CA (the "Premises") and as described in Exhibit B include all improvements, buildings, structures and fixtures now or later situated, placed, constructed or installed on the premises, including but not limited to, all equipment and appliances and any additions to, substitutions for, changes in or replacements of, the whole or any part thereof.

As-Is Lease. Tenant expressly acknowledges and agrees that the Premises is being leased and accepted "As Is", without representation or warrant of any kind, and subject to all applicable laws, rules, ordinances, including, without limitation, zoning ordinances, covenants and regulations governing the use, occupancy or possession of the Premises. Tenant hereby represents and warrants to City that Tenant has conducted a reasonably diligent investigation, independent, or through any authorized third-party of the Tenant's choosing, of the condition of the Premises and of the suitability of the Premises for Tenant's Permitted Use, as defined in this Lease. Tenant agrees that neither authority nor any agents have made any representations or warranties, express or implied, with respect to the physical, structural, or environmental condition of the Premises or the present or future suitability of the premises or licensed areas for the conduct of Tenant's Permitted Use, including any implied warranties of merchantability or fitness for a particular purpose.

2.2. Exclusive Use Areas. The Tenant shall have the exclusive right to use all areas of the Premises as detailed in Exhibit A and B, subject to site inspections by the City to ensure compliance with the agreed upon Permitted Use.

2.3. Annual Inspections. At the end of each calendar year beginning in 2027, the parties will conduct a joint physical inspection of the property for the purposes of assuring the facility is maintained in good condition. The City will provide Tenant 24-hours' notice before such inspection. If there are items that need to be repaired or replaced, the parties will refer to the Maintenance Matrix to determine which party is responsible for the work.

2.4. Additional Limitations and Conditions on Use. Tenant's use of the Premises must comply with the following limitations and conditions:

2.4.1. Cancellation of Insurance. Tenant may not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises.

2.4.2. Compliance with Laws. Tenant must comply with all laws, ordinances and regulations which pertain to or apply to the use of the Property, now or subsequently imposed, concerning the Property or Tenant's use of the Property, including, without limitation, the obligation, at Tenant's cost, to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises during the term of this lease or any subsequent amendments to the lease, or extensions of the term.

2.4.3. Waste; Nuisance. Tenant may not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, traffic control matters, parking operations, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the premises) to owners or occupants of adjacent residential properties.

2.4.4. Overloading. Tenant, or any agents, representatives, employees or hired labor of Tenant, shall not take any action that may result in any damage to any portion of the Premises.

2.4.5. Permits. Should Tenant seek a new or different use for the Premises that is not currently permissible, Tenant must obtain a permits and written approval from the City authorizing such use, in addition to any other requirements pursuant to local, state, or federal law, or required pursuant to this Lease.

2.4.6. Fire Related Provisions.

2.4.6.1. All fire lanes must be marked adequately at all times of the Term (and all re-markings are subject to the approval of the Fire Chief).

2.4.6.2. If parking is being operated in violation of the plan on file with the Fire Department, then the City will have the right to impose contractual penalties for violation of the Parking Plan. The fine will be $500.00 for a first offense and $750.00 for a second offense within twelve months. If Tenant fails to pay contractual fine within 30 days' notice of City, then Tenant will be in breach of this Lease. Any changes to the Parking Plan, temporary or permanent, submitted to the Fire Chief for approval in writing at least seven days before the proposed changes.

2.4.6.3. Tenant may not allow blocking of designated fire lanes at any time, The fine for blocking fire lanes will be $500.00 for the first offense; and $750.00 for a second offense within twelve months.

2.4.6.4. Tenant shall ensure that all occupants of the Premises, including but not limited to tiny home occupants, individuals receiving services, and Tenant

staff, agents, or representatives, comply will the Premises Rules and Code of Conduct.as stated in Exhibit H of this Lease. Tenant shall be responsible to provide security measures for the Premises as outlined in this Lease and any exhibits attached hereto, to take any necessary measures to prevent violations of local, State or Federal law, or disruptions of the use of enjoyment or quality of life to any occupants of neighboring properties. City may request, at any time and for any reason, that Tenant address concerns raised to the City by any individual, related to the use of the Premises that may be a violation of local, State, or Federal Law, or effects the use or quality of life, of any individual. Any violation of this provision or Exhibit H, shall be grounds to terminate this Lease.

2.5. Covenant of Continuous Operation

2.5.1. Permitted Use. HALA must continuously use the Premises to operate a Homeless Access Center for families and children that will include four transitional housing units along with providing services and aid to Burbank residents that are either homeless or on the verge of homelessness. Burbank's homeless families will be prioritized for access to the living units. Residents will have access to the facility 24/7. Standard hours of operation will be Monday - Friday 8:30 am to 5:30 pm., excluding Federal holidays. HALA will provide 24-hour, 7 days a week security when residents are living on the property.

All operations must abide by any covenant or easement effecting the use of the Premises, including, but not limited to, an affordability covenant, if required for funding purposes. This is the sole Permitted Use. The Permitted Use may be modified pursuant to written agreement by the parties, or an amendment to this Lease, subject to approval by City Council. In the event Tenant fails to operate the Premises pursuant to the Permitted Use, in the City's sole discretion, the Tenant shall be deemed in default of this Lease.

2.5.2. Standard of Service and Programming. Tenant shall comply with all local, state and federal laws, ordinances and regulations, as each may be amended from time to time, and shall offer all of its services and programs to all segments of the Burbank Community regardless of the race, color, ethnicity, religion, gender, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of such persons. This requirement expressly prohibits discrimination in violation of the Unruh Civil Rights Act, California Civil Code Section 51, as it may be amended from time to time.

2.5.2.1. Subject to availability, any applicable funding restrictions, and the needs of a particular client, Tenant shall not withhold or deny any offered services solely based on an individual's or family's ability to pay for such services.

2.5.2.2. Home Again Los Angeles (HALA) was created to respond to the fastest growing segment of the homeless population, unhoused families with children. Currently, they have five core programs: Shelter,

Homeless Prevention, Rapid Rehousing, Outreach and Transitional Housing. These programs greatly support the Burbank community and without HALA would likely fall to the City to address the concern. In support of this mission, Tenant shall, at least once every twelve (12) months, submit its goals and achievements for the upcoming year, which goals shall clearly define outreach and programs for Burbank homeless or verge of homeless population. These annual goals and standards shall be submitted to the City Manager or her/his designee on an annual basis.

2.5.2.3. Independent Contractor Status. Nothing in this Lease, or any amendment thereto, shall be construed as creating any partnership, joint venture, agency relationship, or other association between the City and Tenant. Tenant is, and for the length of this Lease, an Independent Contractor.

2.5.2.4. _Confidentiality. Upholding the integrity of confidentiality requirements and clients' privacy rights is the shared goal of both the City and Tenant. Therefore, Tenant shall maintain all of its documents, books and records in accordance with its confidentiality requirements and the privacy rights of Tenant's clients. Further, City shall not be entitled to review, inspect or otherwise audit documents, books and records to the extent that any such review, inspection or audit would violate the confidentiality of Tenant's work or the privacy rights of Tenant's clients.

2.5.2.5. Continued Operations. If the Premises are destroyed or partially condemned and this Lease remains in full force and effect, Tenant must continue operation of its business at the Premises to the extent reasonably practical from the standpoint of good business judgment , as determined in the City's sole discretion, during any period of reconstruction.

2.5.3. Administrative Exception. The City, through its designated official, may suspend this lease if the Tenant submits such a request and the City determines, in its sole discretion, that such actions are in the best interests of the City.

2.5.4. Parking. Tenant shall use designated parking spaces for: employee, visitor and residents. This includes six (6) spaces and one (1) ADA parking spaces. All located on the Premises.

2.5.5. Deliveries. All large deliveries shall occur during business hours as listed above in Article 2.5.1.

ARTICLE 3. TERM

3.1. Term. The term of this Lease shall be for 20 years commencing on the date that the City issues a Certificate of Occupancy to Tenant (the "Effective Date"), and will terminate twenty (20) years thereafter (the "Term"). The Effective Date shall be added to the original Lease document by the City Clerk when such date is known. The Certificate of Occupancy shall also be attached to this Lease as Exhibit "I", upon issuance.

3.2. Lease Option. Provided Tenant is in full compliance with the covenants, terms, conditions and obligations of this Lease Agreement, Tenant shall have the option to extend the Term for two (2) additional fifteen (15) year periods. The first additional period shall be referred to as the "First Extension", the second additional period as "Second Extension. The initial Term and all Extensions shall be collectively referred to as the "Term". Tenant shall provide the City with written notice of Tenant's intention to exercise this option to extend the Term not less than one hundred and eighty (180) days prior to the expiration date of the then current Term.

3.3. Expiration or Termination of Lease.

3.3.1. Termination. The City many terminate this lease for breach of contract with 30 days' notice.

3.3.2. Surrender. On the expiration or earlier termination of the Term, Tenant will peacefully and quietly surrender the Premises in good repair, and in the same condition, subject to minor wear and tear, as the Premises were in on delivery of possession to Tenant by City (except to the extent that City has not required that Tenant remove alterations). Subject to the foregoing, Tenant will remove from the Premises all of Tenant's fixtures, furniture and equipment, and immediately repair any damage to the Premises caused by such removal so as to leave the Premises in a neat and clean condition. At City's election, any property left in the Premises by Tenant after the expiration or earlier termination of the Term will be deemed abandoned and shall become the property of City at no cost.

3.3.3. Holdover. If Tenant holds over the Premises beyond the expiration or earlier termination of this Lease, the holding over will not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease. In such event, City may, in its sole discretion, treat Tenant as a tenant at will, subject to all of the terms and conditions in this Lease, except that Minimum Rent will be an amount equal to 1.5 times the Minimum Rent that was payable by Tenant during the 12-month period immediately preceding the expiration or earlier termination of this Lease (disregarding any temporary abatement of rent that may then have been in effect). The provisions of this article will survive the expiration or sooner termination of this Lease.

3.3.4. Indemnification. Tenant will indemnify, defend, and hold City harmless from and against all losses, claims, liabilities, damages, costs, and expenses incurred by or asserted against City and arising directly or indirectly from Tenant's failure to timely surrender the Premises, including (a) any rent payable by, or any loss, cost, or damages, including lost profits, claimed by any prospective tenant of the Premises or any

portion thereof; and (b) City's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises or any portion thereof by reason of the failure to timely surrender the Premises.

ARTICLE 4. RENT AND SECURITY DEPOSIT

4.1. Payment. From and after the Effective Date, Tenant will pay "**Rent**" (as further defined in this article) to City at the address set forth in the notice section set forth below, or, on written notice from City to City's assignee or such other place as City may designate from time to time in writing to Tenant, without prior demand, abatement, deduction, or setoff, as more particularly set forth in this article.

4.2. Rent.

4.2.1. Amount of Rent. The amount of Rent payable to the City is as follows:

- Certificate of Occupancy - December 31, 2029 $1,500
- January 1, 2030 – December 31, 2030 $1,750
- January 1, 2031 – December 31, 2031 $2,000
- January 1, 2032 – December 31, 2032 $2,500
- Thereafter, beginning each January, the rent shall increase by 3% per year.

The first rent payment will be prorated beginning on the date of this lease.

4.3. Rent Due Date.

4.3.1. Due Date. Rent is owed after each monthly period and must be paid within 15 days after the end of such monthly period (i.e., Rent for January must be paid by February 15) or in accordance with any alternative due date as established in an invoice from the City. ("**Due Date**".)

4.3.2. Invoicing. The City may, but is not required to, invoice the Tenant for any rent currently due or outstanding.

4.3.3. Obligation to Pay. Tenant's obligation to pay rent shall be for the entire Term of the Lease and shall not be excused for any reason including, but not limited to, natural disaster, pandemic, renovation, failure to secure tenancy, bankruptcy, or lack of funding.

4.4. Security Deposit.

4.4.1. Acknowledgment and Consent. Tenant and City acknowledge that Tenant has provided City $5,000.00 as a security deposit for the performance by Tenant of the provisions of this Lease. ("**Security Deposit**".) If Tenant is in default, City can use the security deposit, or any portion of it, to cure the default or to compensate City

for all damage sustained by City resulting from Tenant's default. Tenant must immediately, upon demand, pay to City or replace or supplement the certificate of deposit if needed, in a sum equal to the portion of the security deposit expended or applied by City as provided in this paragraph so as to maintain the security deposit in the sum initially deposited with City.

4.4.2. Assignment or Encumbrance of Security Deposit. Tenant may not assign or encumber the Security Deposit or its interest in the Security Deposit without the prior written consent of City. Any attempt to do so will be void and will not be binding on City.

4.4.3. Waiver of Statutory Requirements; No Interest on Security Deposit. Tenant waives any and all rights, duties, and obligations either party may now, or in the future, have relating to or arising from California Civil Code §1950.7. Without limiting the generality of the foregoing, Tenant waives the provisions of California Civil Code §1950.7 and all other provisions of law, now or hereafter in effect, that (a) establish the time frame by which City must refund a security deposit under a lease, or (b) provide that City may claim from the Security Deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant, or to clean the Premises. Tenant agrees that City may, in addition, claim those sums specified in this article and those sums reasonably necessary to compensate City for any loss or damage caused by Tenant's default under this Lease or the acts or omission of Tenant or any employee, agent, contractor, or invitee of Tenant or that City reasonably estimates that it will suffer as a result of any breach of this Lease by Tenant. City will not be required to keep the Security Deposit separate from its general funds, and Tenant will not be entitled to interest on the Security Deposit.

4.4.4. Return of Security Deposit. If Tenant is not in default at the expiration or termination of this Lease, City will release the security deposit to Tenant, subject to any deduction for which City is entitled under the provisions of this Lease or applicable local, state, or federal law.

4.5. Late Payments. Tenant acknowledges that late payment by Tenant to City of rent or other sums due under this Lease will cause City to incur costs that are extremely difficult to ascertain in an exact amount. These costs include, but are not limited to, processing and accounting charges, and late charges that may be imposed on City by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant is not received by City or City's designee within 10 days from when it is due, then Tenant will pay to City a late charge equal to 10 percent of the amount due plus daily interest of 3% per annum, provided that this amount will not exceed the maximum rate permitted by law, plus any actual attorney fees incurred by City because of Tenant's failure to pay rent or other charges when due under this Lease. The parties agree that the late charge represents a fair and reasonable estimate of the costs that City will incur by reason of Tenant's late payment. Acceptance of the late charge by City will not constitute a waiver of Tenant's default on the overdue amount or prevent City from exercising any of the other rights and remedies granted in this

Lease. A $25 charge will apply for any returned or non-cashable checks. Such charges are in addition to any applicable interest penalties set forth in this Lease.

4.6. Construction Contribution Funds. Tenant agrees to contribute $1,134,429 toward project development costs as per the cost estimate sheet included as Exhibit D. Should construction costs exceed the estimated costs, Tenant will be responsible for 20% of the excess not to exceed $1,200,000. HALA has already provided sixty-four thousand dollars ($64,000) as a good faith deposit. These funds will act as part of HALA's project costs. The remaining contributions will be due to the City six (6) months after construction begins. Tenant will submit grant approval letters to the City at the time of signing this lease.

ARTICLE 5. TAXES AND UTILITIES

5.1. Taxes. Tenant must pay, before delinquency, all real estate taxes, possessory interest taxes, assessments, license fees, and other charges of every kind (including general and special assessments, foreseen and unforeseen) with respect to all land, buildings, and improvements on Premises (collectively "**Taxes**") and that become payable during the Term. On demand by City, Tenant must furnish City with satisfactory evidence of these payments. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation levied on such interest. Tenant agrees to pay promptly, prior to delinquency, all such Taxes, if any, directly to the tax collector during the period of Tenant's occupancy, without liability of the City.

5.2. Utilities. Tenant may obtain the utilities, (including but not limited to gas, electricity, water, telephone and any and all other utility services provided to the Premises; and all charges for rubbish collection and other service to the Premises), during the Term, at its sole cost and without liability of the City. Utilities may be supplied to the Premises by City, and in accordance with the rules of the utility company supplying the service. City will incur no liability if any utility becomes unavailable or is interrupted for any reason not within City's reasonable control, and Tenant may not be entitled to terminate this Lease. Tenant agrees and acknowledges that City will not be liable in damages or otherwise for any failure, delay, or interruption of any utility service delivered to or provided for the Premises, and that no such failure, delay, or interruption (a) constitutes an eviction or a disturbance of Tenant's use or possession of the Premises, (b) entitles Tenant to terminate this Lease or withhold any Rent or any other amounts due under the terms of this Lease, or (c) relieves Tenant from any of Tenant's obligations under this Lease. If City is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains, resulting from Tenant's changed or increased utility requirements, Tenant must on demand pay to City the total cost of these items.

ARTICLE 6. MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS

6.1. General Repairs and Maintenance.

6.1.1. Tenant Obligations. Tenant hereby acknowledges and represents

that Tenant has inspected the Premises and agrees to rent the Premises in its present condition. In that condition, Tenant agrees, at its own sole cost and expense, without right of reimbursement from the City, to make such repairs, maintenance, and capital improvements to the Premises as may be necessary for Tenant's use and to keep the Premises in compliance with all applicable laws, ordinances and regulations, and to maintain the Premises in first class and good and sanitary order and repair. Tenant agrees, at its own sole cost and expense, without right of reimbursement from the City, to make such repairs, maintenance, and/or improvements to the Premises pursuant to the attached Maintenance Matrix (Exhibit E).

Tenant agrees to surrender the Premises in as good and sanitary order, condition, and repair as when received from the City; permitted or approved alterations, improvements, additions and reasonable wear and tear excepted. Tenant will be liable for any damages related to any improvements, repairs, and/ or maintenance or failure to maintain Premises, including but not limited to damages caused to City improvements resulting from the acts or omissions of Tenant or its authorized representatives.

Notwithstanding anything provided herein to the contrary, neither Tenant nor City shall be obligated to construct any capital improvements to the Premises, nor shall Tenant be obligated to perform any repairs or maintenance not required by Exhibit E, attached hereto and incorporated into this Lease Agreement.

6.1.2. City Obligations. City is responsible for maintaining the Premises as per the Maintenance Matrix (Exhibit E). Tenant waives the provisions of Civil Code sections 1941 and 1942 regarding City's obligations for tenant-ability of the Premises and Tenant's right to make repairs and deduct the expenses of such repairs from rent.

6.2. Specific Maintenance Obligations.

6.2.1. Americans with Disabilities Act Upgrades. Tenant must make all modifications or upgrades to Premises to maintain compliance with all laws, especially laws relating to disabled persons accessibility to the Premises. Tenant is also responsible for any future upgrades in response to complaints made to City, and upon notification by City of such complaints.

6.3. Mechanics Liens. Tenant must pay or cause to be paid the total cost and expense of all works required to maintain Premises. No such payment may be construed as rent. Tenant will not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialman's, contractor's, or subcontractor's lien arising from any work of Tenant Improvement or any other part of Premises. Tenant must defend, indemnify and hold harmless City against all liability and loss of any type arising out of work performed on the premises by Tenant, together with reasonable attorney's fees and all costs and expenses incurred by City in negotiating, settling, defending, or otherwise protecting against such claims.

6.4. Alterations and Additions. Except as stated in this article, Tenant may not

make any alterations or additions to the Premises without the prior written approval of the City's Community Development Director ("**Director**"). Any approved work in accordance with a scope of work approved will automatically be incorporated into this Lease by this reference, as required and approved alterations and additions, or other work. Should such work fail to be repaired or improved within agreed time limits, then Tenant will be in breach of this Lease. All work and improvements must be legally permitted and performed in accordance with the law, including without limitation City zoning laws and covenants.

6.5. Ownership of Improvements. All improvements which are affixed to any structures at the Premises belong to the City upon expiration of the term or sooner termination of this Lease. Tenant may not, however, remove any other improvements from the Premises nor waste, destroy, or modify any improvements on the Premises, except as permitted by this Lease. The parties covenant for themselves and all persons claiming under them that the improvements are real property. All improvements on the Premises at the expiration of the Term or sooner termination of the lease will without compensation to Tenant, then become City property free and clear of all claims to or against them by Tenant or any third person, and Tenant must defend, indemnify and hold harmless City against all liability and loss arising from such claims or from all liability and loss arising from such claims or from City's exercise of the rights conferred by this paragraph.

6.6. Inspections. The City reserves the right to conduct monthly and annual inspections of the Premises. The City may also conduct inspections of the Premises whenever the City reasonably believes the condition of the Premises presents a hazard to the health or safety of Tenant or its invitees. The City shall provide Tenant with written notice of annual inspections not less than thirty (30) days prior to the proposed date of the inspection. With respect to all other inspections, the City shall provide Tenant with notice that is reasonable under the circumstances. In no event shall this clause prevent random inspections for safety purposes by any local, state or federal Fire Department, Police Department, or health officer mandated by law to inspect such facilities for compliance with local, state or federal law.

ARTICLE 7. ENVIRONMENTAL COMPLIANCE

7.1. Hazardous Materials; Compliance With Environmental Laws. Tenant, at its sole cost and expense, will comply with all Environmental Laws (as defined in this article), including all federal, state, and local laws and regulations relating to the generation, handling, presence, storage, transportation, use, and disposal of all Hazardous Materials (as defined in this article).

7.1.1. Definition of Hazardous Materials. For purposes of this Lease, "**Hazardous Materials**" means (a) substances that now or in the future are defined or regulated by Environmental Laws as "contamination," "contaminants," "hazardous," "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "pollution," "toxic," "toxic substances," "toxins," or "ultra-hazardous" or are otherwise listed or regulated under any Environmental Laws; (b) petroleum products, crude oil (or any

fraction thereof), and their derivatives; (c) asbestos, explosives, lead-based paint, polychlorinated biphenyls, radioactive materials, and urea formaldehyde; and (d) noxious fumes, soot, or vapors.

7.1.2. Definition of Environmental Laws. For purposes of this Lease, "**Environmental Laws**" means (a) any and all federal, state, and local laws relating to protection of human health or the environment (including air, surface water, groundwater, land surface or subsurface), whether currently in force, previously enforced, or subsequently enacted, including the following laws: 15 United States Code §§2601–2697 (the Toxic Substances Control Act of 1976, as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act (TSCA)); 33 United States Code §§1251–1388 (the Clean Water Act); 42 United States Code §§6901–6992k (the Resource Conservation and Recovery Act of 1976 (RCRA)); 42 United States Code §§7401–7671q (the Clean Air Act); 42 United States Code §§9601–9675 (the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)); 49 United States Code §§5101–5128 (the Hazardous Materials Transportation Act); 33 United States Code §§2701–2762 (the Oil Pollution Act of 1990); California Health and Safety Code §§25100–25259 (the Hazardous Waste Control Law); California Health and Safety Code §§25270–25270.13 (the Aboveground Petroleum Storage Act); California Health and Safety Code §§25300–25395.45 (the Carpenter-Presley-Tanner Hazardous Substance Account Act); California Health and Safety Code §§25404–25404.9 (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); California Health and Safety Code §§25500–25547.8 (Hazardous Materials Release Response Plans and Inventory); California Health and Safety Code §§25249.5–25249.14 (the California Safe Drinking Water and Toxic Enforcement Act of 1986, or Proposition 65); California Health and Safety Code §§25280–25299.8 (Underground Storage of Hazardous Substances); California Health and Safety Code §§18901–18949.31California Building Standards Law); California Water Code §§13000–16104 (which includes the Porter-Cologne Water Quality Control Act); and California Fish and Game Code §§5650–5656; (b) all regulations that have been adopted or promulgated under such statutes or that are adopted under such statutes after the Effective Date; and (c) all enforceable demands, directives, and orders of any court, administrative body, or government entity relating to Hazardous Materials, whether currently in force, previously enforced, or enacted after the Effective Date.

7.2. Use of Hazardous Materials. Tenant will not cause or permit any Hazardous Materials to be brought on, disposed of, generated, released, stored, transported, treated, used or otherwise handled at, on, under, or about the Premise, except for such types and in such quantities as are commonly and customarily associated with Tenant's Permitted Use as described in Article 2.6 Covenant of Continuous Operation of the Premises and after obtaining prior written approval from the City. Tenant will ensure that all such materials, including any related wastes, are at all times managed, disposed of, and otherwise handled in strict compliance with all applicable laws, including all Environmental Laws.

7.3. Notice. Tenant will immediately notify City of (and provide to City copies of all documents, including all permits, relating to) the use, presence, release, or suspected

release of Hazardous Materials at, on, under, or about the Premises. In addition, Tenant will immediately notify City of (and provide to City copies of all documents relating to) any action, claim, demand, inquiry, order, request, or suit by any entity, including any government agency, relating to the use, presence, release, or suspected release of Hazardous Materials at, under, or emanating from the Premises.

7.4. Investigation and Remediation. Tenant will be solely responsible for investigating and fully remediating any discharge, disposal, or release of Hazardous Materials at, on, under, or about the Premises caused in whole or in part by Tenant, or any of Tenant's agents, contractors, employees, guests, invitees, servants, or any other entity acting on Tenant's behalf, at Tenant's request, or with Tenant's permission, at Tenant's sole cost and expense, and regardless of whether the materials are present at levels that require remediation under applicable laws. Tenant will conduct all investigation and remediation work under the oversight of the appropriate environmental regulatory agency, in accordance with all applicable laws (including all Environmental Laws) and good commercial practice, and under a written site assessment and (if remediation is required) a remediation work plan, each of which, including the Tenant's choice of the environmental professionals and contractors that will perform the work, must be reviewed and approved in writing by City (such approval not to be unreasonably withheld) before commencement of any work. Tenant will take all actions necessary to restore the Premises to the condition existing before the introduction of the Hazardous Materials at, on, under, or about the Premises, despite any less stringent standard or remediation allowable under applicable law, regulation, or governmental policy.

7.5. Indemnification by Tenant. In addition to any other indemnification obligation, Tenant will defend, indemnify, and hold City harmless against and from all actions, causes of action, claims, costs, demands, fines, judgments, liabilities, orders, penalties, requests, and expenses of any kind or type, including attorney and expert fees and costs (collectively, "**Claims**") arising out of, directly or indirectly, or in connection with (a) any noncompliance by Tenant, or any of Tenant's agents, contractors, employees, guests, invitees, servants, or any other entity acting on Tenant's behalf (collectively, "**Tenant Parties**"), with any Environmental Laws, or with any of Tenant's other obligations under this article; (b) any disposal, disturbance, generation, production, release, storage, transportation, treatment, use, or other handling of Hazardous Materials at, on, under, about, or otherwise affecting the Premises, caused in whole or in part by Tenant Parties; and (c) the presence of any Hazardous Materials at, on, under, about, or otherwise affecting the Premises, regardless of the source or cause of origination and irrespective of whether such Hazardous Materials first become present at, on, under, about, or otherwise affecting the Premises before or during the Term of the Lease or any holdover period. As between City and Tenant, Tenant will be solely responsible for, will pay for, and will defend, indemnify, and hold City harmless against and from, all Claims arising out of Tenant's indemnity or relating thereto, including costs associated with all investigation, cleanup, and restoration work and all materials necessary to return the Premises to their condition as they existed before the introduction of the Hazardous Materials. The indemnification set forth in this article survives the expiration or earlier termination of this Lease.

Under this article, Tenant agrees to defend, indemnify and hold harmless City against all Claims actually or potentially within the scope of Tenant's indemnity, even if such Claims may be groundless, fraudulent, or false. In the event any Claim is made against City that may be within the scope of the indemnity provision of this article, City will provide notice of the Claim to Tenant within a reasonable time after learning of the Claim, and thereafter will reasonably cooperate with Tenant in the defense of such Claims; provided that any failure to provide notice will not affect Tenant's indemnity obligations except to the extent Tenant is materially prejudiced by the failure.

Tenant will be entitled to select counsel and control the defense of all indemnified Claims, subject to City's approval, which will not be unreasonably withheld. City will be entitled to participate in its defense. If Tenant fails within a reasonable time following notice from City alleging such failure to take reasonable and appropriate action to defend any Claim, then City will have the right to promptly hire outside counsel or to carry out the defense, and reimbursement of the expense by Tenant will be due and payable within 30 business days after receipt of an invoice for it. The indemnification set forth in this article survives the expiration of the Term or earlier termination of this Lease.

7.6. Asbestos. City has advised Tenant whether the Premises contains, or is likely to contain, asbestos-containing materials as outlined in "Exhibit "F" Facility Modernization Assessment (11/1/21). If Tenant undertakes, or intends to undertake, any additions, alterations, or improvements to the Premises after the lease begins, then Tenant will, at no cost to City, (a) conduct all such activities in accordance with all applicable laws, including all Environmental Laws relating to the presence, management, handling, removal, and disposal of asbestos-containing materials; (b) prevent the disturbance or spread of asbestos-containing materials at, within, or from the Premises; and (c) provide all required notices, including any notices required by California Health and Safety Code §§25915–25919.7 (Asbestos Notification Act), applicable provisions of the California Labor Code, and the National Emission Standard for Asbestos (40 Code of Federal Regulations §§61.140–61.157). Tenant will additionally comply with all requirements imposed under any Environmental Laws regarding abatement of conditions arising from the presence of asbestos-containing materials on the Premises.

7.7. Termination of Lease. Despite any other provisions of this Lease, if at any time the reasonably anticipated costs associated with any required investigation or remediation of Hazardous Materials at or affecting the Premises exceed 20 percent of the then full replacement cost of the Premises, then City has the right to terminate this Lease on 30 days' written notice without further obligation to Tenant. If this Lease is terminated as provided in this article, then City is entitled to retain any insurance proceeds payable by reason of the Hazardous Materials discharge.

ARTICLE 8. INSURANCE AND INDEMNITY

8.1. Insurance. At all times throughout the Term of this Lease and any extensions thereof, Tenant must secure and maintain, at its sole cost, the following types of insurance acceptable to the City against claims for injuries to persons or damage to property at Premises which may arise from or in connection with the performance of this Lease by the Tenant, its agents, representatives, employees or subcontractors:

8.1.1. Commercial General Liability. Tenant will maintain commercial general liability insurance in an amount not less than $1,000,000 combined single limit each occurrence for bodily injury, personal injury or death, and property damage with a $2,000,000 aggregate. An umbrella policy in a minimum amount of $10,000,000 must be maintained during the Term. All liability insurance required under this article must include personal injury, blanket contractual, cross-liability, and severability of interest clauses; products-completed operations; broad form property damage; independent contractors; owned, non-owned, and hired vehicles; and, if alcoholic beverages are served, sold, consumed, or obtained in the Premises, liquor law liability. The City will be listed as an additional insured at indicated in Article 8.6 Endorsements.

8.1.2. Professional Liability or Errors and Omissions. Tenant will maintain professional liability/errors and omissions insurance with a limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

8.1.3. Workers' Compensation Coverage. Tenant will maintain workers' compensation coverage as required by law, including employer's liability coverage, with a limit of not less than $1,000,000, and waiver by Tenant's insurer of any right of subrogation against City and City's property manager by reason of any payment under such coverage.

8.1.4. Business Interruption Insurance. Tenant will maintain business interruption or loss-of-income insurance in amounts sufficient to insure Tenant's business operations for a period of not less than one year. The City shall be listed as a loss payee for this insurance.

8.1.5. Tenant's Property Insurance. Tenant will maintain insurance covering all of Tenant's Work, Tenant's leasehold improvements, alterations permitted under Article 6, trade fixtures, merchandise, and personal property from time to time in, on, or about the Premises in an amount not less than their full replacement value from time to time, including replacement cost endorsement, providing protection against any peril included within the classification "Named Perils Coverage," sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in an "all-risk" standard insurance policy. Any policy proceeds will be used for the repair or replacement of the property damaged or destroyed unless this Lease ceases and terminates under the provisions of this Lease. The City shall be listed as a loss payee for this insurance.

8.1.6. Construction Insurance. Tenant will maintain any insurance policies designated necessary by City with regard to Tenant's, or Tenant's contractors', construction of Tenant's work as well as with regard to the construction of alterations including contingent liability and "all-risk" builders' insurance, in amounts acceptable to

City. The City shall be listed as a loss payee for this insurance.

8.1.7. Automobile Liability Insurance. Tenant will maintain in an amount not less than $1,000,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles and business auto liability policy, to include garage keeper's legal liability, Coverage shall be written on a business auto liability policy form and shall include Garagekeepers Legal Liability with limits of not less than $1,000,000 per occurrence. The City will be listed as an additional insured as indicated in Article 8.6 Endorsements.

8.1.8. Sexual Assault and Misconduct (SAM) Insurance. If the Comprehensive General Liability policy (8.1.1) is not endorsed to include affirmative coverage for sexual abuse or molestation, Tenant must obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence and $2,000,000 aggregate for damages arising out of actual or alleged acts of sexual abuse or molestation. This coverage may be provided as part of the Commercial General Liability policy or through a standalone SAM policy. If included within the Commercial General Liability policy, coverage shall be provided on ISO Form GC 20 10 11 85 or equivalent form. The City will be listed as an additional insured as indicated in Article 8.6 Endorsements.

8.1.9. Commercial Crime Insurance. Coverage for all losses emanating from the handling of money and/or securities, including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of $1,000,000. but not limited to losses resulting from dishonest. The City shall be listed as a loss payee for this insurance.

8.2. No Cancellation. Each insurance policy must be endorsed to state that coverage may not be cancelled by either party, reduced in coverage or in limits, except after 30 days prior written notice has been given to City and must be primary and not contributing to any other insurance or self-insurance maintained by City.

8.3. Minimum Insurance. City reserves the right to increase minimum insurance requirements identified herein and may provide Tenant 180 days' notice of any required increase in coverage. Tenant agrees to increase its insurance coverage when the renewal of insurance coverage begins.

8.4. Insurance Ratings. Acceptable insurance coverage must be placed with carriers admitted to write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.A. Best & Company and may be subject to such self-insurance or deductible as may be approved by the City's Risk Manager, and the City Attorney, which will not be unreasonably withheld.

8.5. Deductibles. All deductibles are subject to City's written approval, which will not be unreasonably withheld

8.6. Endorsements. Tenant will provide separate endorsements, in a form reasonably satisfactory to the City Attorney and the City Risk Manager, naming the City of Burbank, its officers and employees as additional insureds as respects liability arising out of activities performed by or on behalf of the City for Commercial Liability, Auto and SAM insurance. Tenant must secure a "Per Location endorsement" or equivalent reasonably acceptable to City so that the general aggregate and other limits apply separately and specifically to the Premises.

8.7. Provision of Certificates of Insurance. Upon execution of this Lease and every 12 months thereafter, Tenant must deliver to the Community Development Director appropriate certificates for each policy of insurance required by this Lease. Tenant further agrees to deliver to the Director sufficient evidence of each policy not later than 30 days before its expiration.

8.8. Tenant's Failure to Maintain Insurance. If Tenant refuses or neglects to secure and maintain insurance policies complying with the provisions of this article, City may, after three business days' notice, secure the appropriate insurance policies and Tenant will pay, on demand, the cost of the policies to City as additional rent.

8.9. Waiver of Subrogation. Tenant waives any rights each may have against the other on account of any loss or damage occasioned to City or Tenant, as the case may be, their respective property and the Premises, arising from any liability, loss, damage, or injury caused by fire or other casualty for which property insurance is carried or required to be carried under this Lease. The insurance policies obtained by Tenant under this Lease will contain endorsements waiving any right of subrogation that the insurer may otherwise have against the non-insuring party.

8.10. Indemnity Reflective in Insurance. The insurance policy obtained by Tenant pursuant to this article specifically insure performance by Tenant of the indemnity set forth in this article, provide that the coverage is primary and any coverage that the City may maintain will be in excess thereto, include a cross-liability or severability of interest endorsement and provide that it may not be canceled or modified without thirty (30) days prior written notice to the City. The liability limits of the above-described insurance policy will in no manner limit the liability of Tenant under the terms of the indemnification set forth in this article.

8.11. Indemnity and Hold Harmless. In addition to any other indemnity or insurance obligation in this Lease, Tenant will pay for, defend (with an attorney approved by City), indemnify, and hold City harmless against and from any real or alleged damage or injury and from all claims, judgments, liabilities, costs, and expenses, including attorney fees and costs, arising out of or connected with Tenant's use of the Premises and its facilities, or any repairs, alterations, or improvements (including original improvements and fixtures specified as Tenant's work) that Tenant may make or cause to be made on the Premises, any breach of this Lease by Tenant, and any loss or interruption of business or loss of rental income resulting from any of the foregoing; provided (and though Tenant will

in all cases accept any tender of defense of any action or proceeding in which City is named or made a party and will, despite any allegations of negligence or misconduct on the part of City, defend City as provided in this article that Tenant will not be liable for such damage or injury to the extent and in the proportion that it is ultimately determined to be attributable to the negligence or misconduct of City. This obligation to indemnify will include all of City's attorney fees, litigation costs, investigation and court costs, and all other costs, expenses, and liabilities incurred by City or its counsel from the first notice that any claim or demand is to be made or may be made.

Tenant specifically holds the City of Burbank harmless from any claims relating to death, injury, or damage of any kind to persons or property from any cause whatsoever by reason of the use and occupancy of the Premises by Tenant, its agents, servants, employees, or invitees, and Tenant hereby waives all claims and causes of actions against City for any such injury or damage as well as for consequential damages, loss of profits, business interruptions, and damages relating to mold. City will not be liable to Tenant, its agents, servants, employees, or invitees for any damage, loss, or injury caused by the condition or design of, or any defect in, the Premises, unless the loss, damage, or injury is the result of the negligence or willful misconduct of the City or its duly authorized employees, officers, or agents.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. This means that Tenant may not invoke the benefits of Section 1542 or any similar law to prosecute or assert in any manner any claims released hereunder. Said section reads as follows:

> **"Section 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

Tenant agrees that compliance with the Americans with Disabilities Act and all other local, State and Federal laws, will be Tenant's sole responsibility and Tenant will defend, indemnify, and hold harmless City from any such liability.

ARTICLE 9. DEFAULTS

9.1. **Events of Default – Tenant**. At the option of City, an "**Event of Default**" by Tenant will exist if any of the following events occur:

9.1.1. Tenant fails to pay Rent payable by Tenant under this Lease, when such is due, and such default continues uncured for a period of 30 days after written notice from City to Tenant;

9.1.2. Tenant abandons or vacates the Premises;

9.1.3. Tenant assigns this Lease or subleases any portion of the Premises without the express consent of the City;

9.1.4. Tenant fails, in the City's sole discretion, to operate the Premises in compliance with the expected and required Permitted Use as described in this Lease;

9.1.5. The filing by or against Tenant or any guarantor of any petition under an insolvency or bankruptcy law, including the Federal Bankruptcy Code, or a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, unless in the case of an involuntary petition filed against Tenant or any guarantor, the same is dismissed within 90 days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within 30 days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, unless the seizure is discharged within 30 days;

9.1.6. Tenant fails to perform fully any of its other promises, covenants, or agreements under this Lease as and when due, and such default continues for more than 30 days after written notice from City to Tenant specifying the particulars of the default (provided that if the default cannot be rectified or cured within the 30 day period, then the default will be considered rectified or cured if Tenant, within the 30 day period, begins to rectify or cure the default and thereafter diligently and continuously pursues it to completion); or

9.1.7. Tenant violates any local, State or Federal law, whether in effect or which becomes effective during the term of this Lease, through the Tenant's operation of services pursuant to this Lease.

9.2. Notices of Default. Any notice required to be given by City under this article will supersede and be in lieu of, and not in addition to, any notice required under the laws of the state of California. Tenant waives any notice required by applicable laws.

9.3. Remedies. If an Event of Default occurs, City will have the following remedies, which will not be exclusive but will be cumulative and in addition to any or all rights or remedies of City provided under this Lease or by law or in equity:

9.3.1. Right of City to Perform. If Tenant fails to make any payment required under this Lease or fails to perform any of its other obligations under this Lease, including compliance with Permitted Use, City may, but will not be obligated to, and without waiving any default of Tenant or releasing Tenant from any obligations to City under this Lease, make any such payment or perform any other such obligation on Tenant's behalf. All sums so paid by City and all necessary incidental costs in connection with the performance by City of an obligation of Tenant (together with interest from the date of such payment by

City until paid at the Interest Rate) will be payable by Tenant to City on demand, and Tenant's failure to make such payment on demand will entitle City to the same remedies provided City in the event of nonpayment of rent.

9.3.2. Termination. City will have the right, at City's option, without further notice or demand of any kind to Tenant or any other person, to declare the Lease terminated and to reenter and take possession of the Premises and remove all persons from it. No act by City other than giving written notice to Tenant of City's election to terminate Tenant's right to possession will terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on City's initiative to protect City's interest under this Lease will not constitute a termination of Tenant's right to possession.

9.3.3. Tenant waives, for itself and all persons claiming by and under Tenant, all rights and privileges that it may have under any present or future Applicable Laws, including, but not limited to, California Code of Civil Procedure §§1174(c) and 1179, to redeem the Premises or to continue this Lease after being dispossessed or ejected from the Premises.

9.3.4. Surrender of Premises. Upon termination of this Lease, Tenant, without further notice, must deliver all keys to the Premises to the Assistant City Manager at the Municipal Services Building, 275 East Olive Avenue, Burbank, California 91502 and remove all property belonging to the Tenant pursuant to this Lease. All such removal must be accomplished at a time reasonably specified by the City and in a good workmanlike manner so as not to damage any part of the Premises. Any holding over by the Tenant after expiration of the Lease may not be construed to be a renewal or extension and will not give Tenant any right in or to the Premises except as expressly provided in this Lease.

9.3.5. Continue Lease in Effect. City will have the remedy described in California Civil Code §1951.4 (a City may continue the lease in effect after the tenant's breach and abandonment and recover rent as it becomes due, if the tenant has the right to sublet and assign subject only to reasonable limitations), and may continue this Lease in full force and effect, and may enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due. After the occurrence of an Event of Default, City may enter the Premises without terminating this Lease and sublet all or any part of the Premises for Tenant's account to any person, for such term (which may be a period beyond the remaining term of this Lease), at such rents, and on such other terms and conditions as City deems advisable. In the event of any such subletting, rents received by City from the subletting will be applied (a) first, to the payment of the costs of maintaining, preserving, altering, and preparing the Premises for subletting, the other costs of subletting, including brokers' commissions, attorney fees, and expenses of removal of Tenant's personal property, trade fixtures, and Alterations; (b) second, to the payment of rent

then due and payable under this Lease; (c) third, to the payment of future rent as it may become due and payable under this Lease; and (d) fourth, the balance, if any, will be paid to Tenant on (but not before) expiration of the term of this Lease. If the rents received by City from such subletting, after application as provided above, are insufficient in any month to pay the rent due and payable under this Lease for that month, then Tenant will pay the deficiency to City monthly on demand. Despite any such subletting for Tenant's account without termination, City may at any time thereafter, by written notice to Tenant, elect to terminate this Lease by virtue of a previous Event of Default.

9.4. City's Default. In no event will City be deemed to be in default under this Lease unless all of the following occur: (1) City fails to perform when due its obligations under this Lease; (2) Tenant delivers to City written notice specifying the nature of City's alleged default; and (3) City fails to cure the default within 90 days following receipt of such notice (or, if the default cannot reasonably be cured within that period, to begin taking curative action within the 90-day period and proceed diligently thereafter to cure the default. If City defaults, Tenant's sole remedy will be to pursue an action for money damages or equitable relief against City, and Tenant will not be entitled to terminate this Lease as a result of the default. In no event will City be liable for consequential damages.

9.5. Nonwaiver. The City's consent to, or approval of, any act will not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent act by any tenant.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1. Assignment and Renting. Tenant may not voluntarily assign, sublet, transfer, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, or rent said Premises or any part thereof, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment, transfer, sublease, encumbering or renting without such consent is void and constitutes a breach of this Lease In the event a receiver, trustee or conservator is appointed to take possession of the assets of Tenant, or the possession of the Premises, or a general assignment is made by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any insolvency law or bankruptcy act, this Lease shall be terminated.

10.2. Notices. All notices, demands and communications which either party is required or desires to give to the other must be given in writing by certified mail, return receipt requested with appropriate postage paid; by personal delivery; or by private overnight courier service to the address set forth below for the respective party with copy emailed as set forth below, provided that if any party gives notice of a change of name or address or number, notices to that party may thereafter be given as demanded in that

notice and demands so given may be effective upon receipt by the party to whom notice or demand is being given, except that any notice given by certified mail will be deemed delivered three (3) days after deposit in the United States mails.

If to City:	City of Burbank Attn: Simone McFarland Community Development Department/ Real Estate Division 150 N. Third Street Burbank, CA 91502 smcfarland@burbankca.gov
With a copy to:	Office of the City Attorney 275 East Olive Avenue Burbank, CA 91502 jmcdougall@burbankca.gov
If to Tenant:	Home Again Los Angeles 2244 N. Buena Vista Ave. Burbank, CA 91504 Attn: Albert Hernandez albert@homeagainla.org

10.3. Gender and Number. Words used in the masculine gender will include the feminine or neuter, and the singular will include the plural, when appropriate.

10.4. Anti-Terrorism Representations. Tenant represents and warrants to City to the best of Tenant's knowledge, and covenants with City that:

10.4.1. Tenant, its partners, members, officers, directors, investors, shareholders, or affiliates are not and will not during the Term become a person or entity with whom City is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act) (Pub L 107–56, 115 Stat 272), Executive Order No. 13224 (Sept. 24, 2001), and regulations promulgated thereunder (collectively, Anti-Terrorism Laws).

10.4.2. Tenant, its partners, members, officers, directors, investors, shareholders, or affiliates are not and will not during the Term be included as persons or entities named on the Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN List) (collectively, Prohibited Persons).

10.4.3. Tenant is not currently, nor during the Term will become, engaged

in (1) any transactions or dealings, or otherwise associated with any Prohibited Persons in connection with the use or occupancy of the Premises; (2) making or receiving any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; or (3) any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any anti-money laundering or Anti-Terrorism Laws.

10.4.4. Breach of the representations, warranties, and covenants contained in this article constitutes a material breach of this Lease and will entitle City to any and all remedies available under this Lease, or at law or in equity.

10.5. Waiver of Claims. Tenant hereby irrevocably waives on behalf of itself, its successors and assigns and all persons claiming through it, any claim which Tenant may assert against the City for inverse condemnation, relocation payment or assistance under California Government Code Section 7260 et seq., lost business goodwill, compensation for fixtures and equipment, and/or any other costs, expenses, or claims not specifically listed herein incurred by Tenant in connection with any termination, either by operation of law or otherwise, of this Lease. Tenant specifically acknowledges that this Lease may be pleaded as a defense and a bar to any such claim. Tenant further specifically acknowledges that in making this waiver, Tenant has consulted with its attorney and that this waiver is made freely and with knowledge of the character and extent of the rights thus waived.

10.6. Interest Rate. Except when another rate of interest is specifically provided for in this Lease, any amount due from either party to the other under this Lease that is not paid when due will bear interest at the rate per annum (Interest Rate) equal to 10 percent per annum. Despite anything contained in this Lease to the contrary, in no event will the total liability for interest payments on any amount due under this Lease exceed the limits, if any, imposed by the usury laws of the State of California. City and Tenant hereby agree and acknowledge that the Interest Rate is reasonable. Additionally, City and Tenant hereby agree and acknowledge that the actual damage caused by a late payment under this Lease would be impracticable or extremely difficult to fix; thus, any interest payment under this Lease that is payable by reason of a late payment represents an agreed-on amount between City and Tenant.

10.7. Authority to Execute. If Tenant is a non-profit, corporation, partnership, or limited liability company, then each individual executing this Lease on behalf of the non-profit, corporation, partnership, or limited liability company (in his/her representative capacity only) represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the non-profit corporation, partnership, or limited liability company and that this Lease is binding upon the non-profit, corporation, partnership, or limited liability company.

10.8. Attorney's Fees and Costs. If either party engages legal counsel to secure compliance by the other party with any of the terms of this Lease or regarding any matter arising out of this Lease, whether or not such engagement requires institution of litigation,

arbitration, or other legal services, then the defaulting party will be responsible for and will promptly pay to the non-defaulting party the reasonable value of the attorney fees and any other cost or expense incurred as a result of the default.

10.9. Severability. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance, is held by a count of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Lease, or the application thereof to any person or circumstance, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby.

10.10. Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Lease and the meaning of the provisions hereof. The provisions of this Lease will be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

10.11. Relationship of Parties. The parties agree that their relationship is that of Landlord and Tenant, and that nothing in this Agreement may be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor may either party be in any way liable for any debt of the other.

10.12. Exhibits. All of the exhibits referenced in this Lease and attached to it are a part of this Lease and are incorporated into this Lease by this reference. In the event of any inconsistency between the provisions of the body of this Lease and anything contained in the exhibits referenced in this Lease and attached to it, the provisions of the body of this Lease will control.

10.13. Headings. The headings of articles, articles, and the table of contents, if any, of this Lease are for convenience only and have no effect on the interpretation of the provisions of this Lease

10.14. Binding Effect. All rights and obligations of City and Tenant under this Lease will extend to and bind the respective heirs, executors, legal representatives, administrators, and the permitted successors, subtenants, and assignees of the parties.

10.15. Governing Law; Venue. This Lease will be governed by and construed in accordance with the laws of the State of California. Venue on any action arising out of this Lease will be proper only in the superior court of the county of Los Angeles.

10.16. Recordation. In accordance with Government Code Section 37393, City will record this Lease with the office of the recorder for Los Angeles County.

10.17. Entire Lease; Amendments. City and Tenant agree to the following: (a)

that there are no oral or written agreements (or any representations or warranties of any kind) between the parties affecting this Lease and neither party has been induced to enter into this Lease by (and neither party is relying on) any agreements, representations, or warranties other than those expressly set forth in this Lease; (b) that this Lease and all of its exhibits constitute the final, complete, and exclusive statement of the terms of the agreement between City and Tenant pertaining to Tenant's lease of the Premises from City and supersede and cancel any previous and contemporaneous negotiations, arrangements, representations, warranties, brochures, agreements, and understandings, if any, between City and Tenant; and (c) that no provision of this Lease may be amended except by an agreement in writing signed by City and Tenant.

IN WITNESS WHEREOF, this Lease has been executed by the parties, in the State of California, as of the last chronological date set forth by the signatories below.

Date _____, 2025

"CITY"

THE CITY OF BURBANK, a municipal corporation

Attest:

_____
Kimberly Clark
City Clerk

By:_____
Justin Hess
City Manager

Date _____, 2022

"TENANT"

Home Again Los Angeles (HALA)

By:_____
Name: Albert Hernandez
Title: Chief Executive Officer

_____

By:_____
Name: Suzel McKenna
Title: Finance Director

Approved as to Form
Joseph A. McDougal, City Attorney

_____
By: Ray Johal, Sr. Asst. City Attorney

Exhibit "A" Site Map of Premises

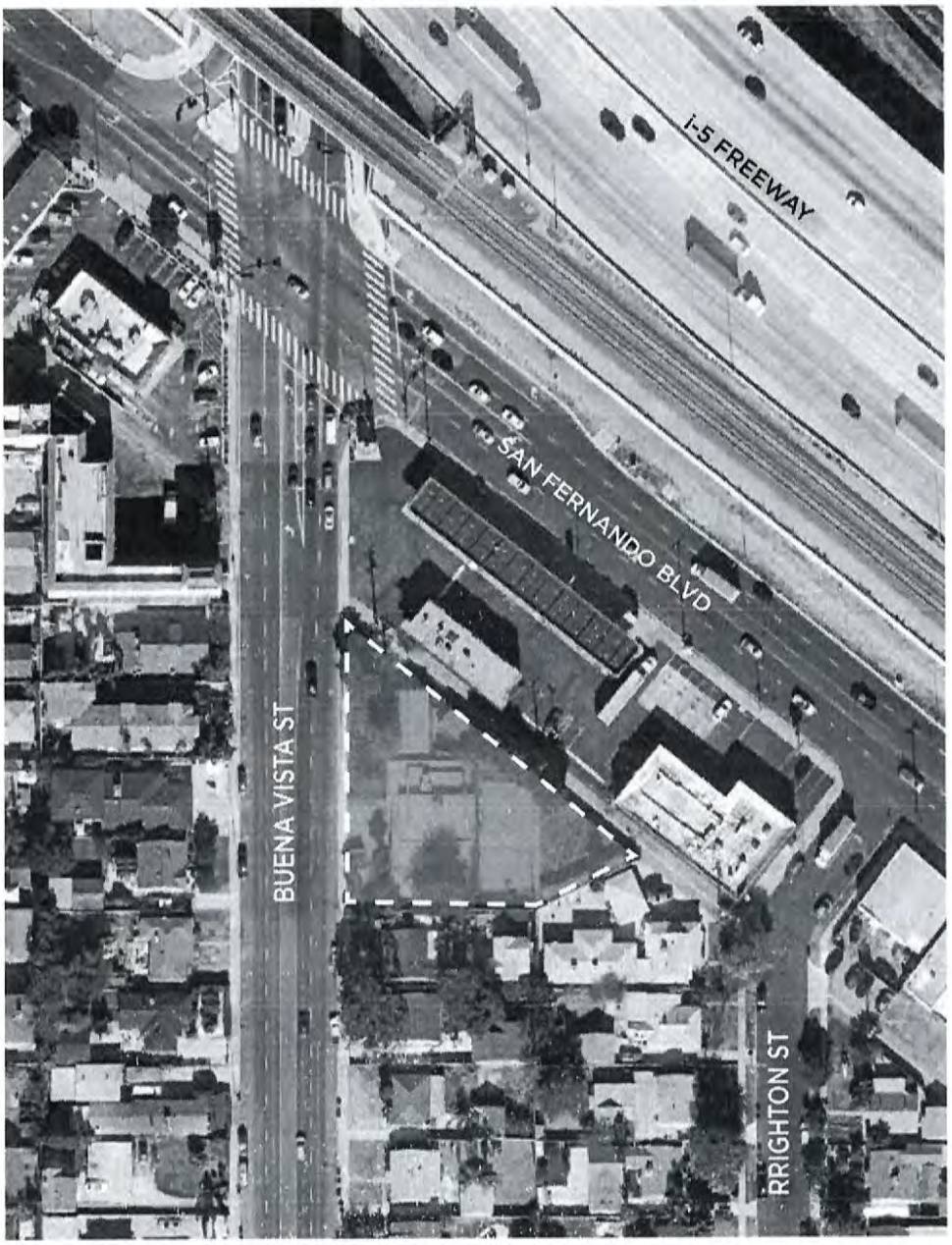


Exhibit "B" Legal Description of Premises

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BURBANK IN THE COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
LOT 121 OF TRACT 4615, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

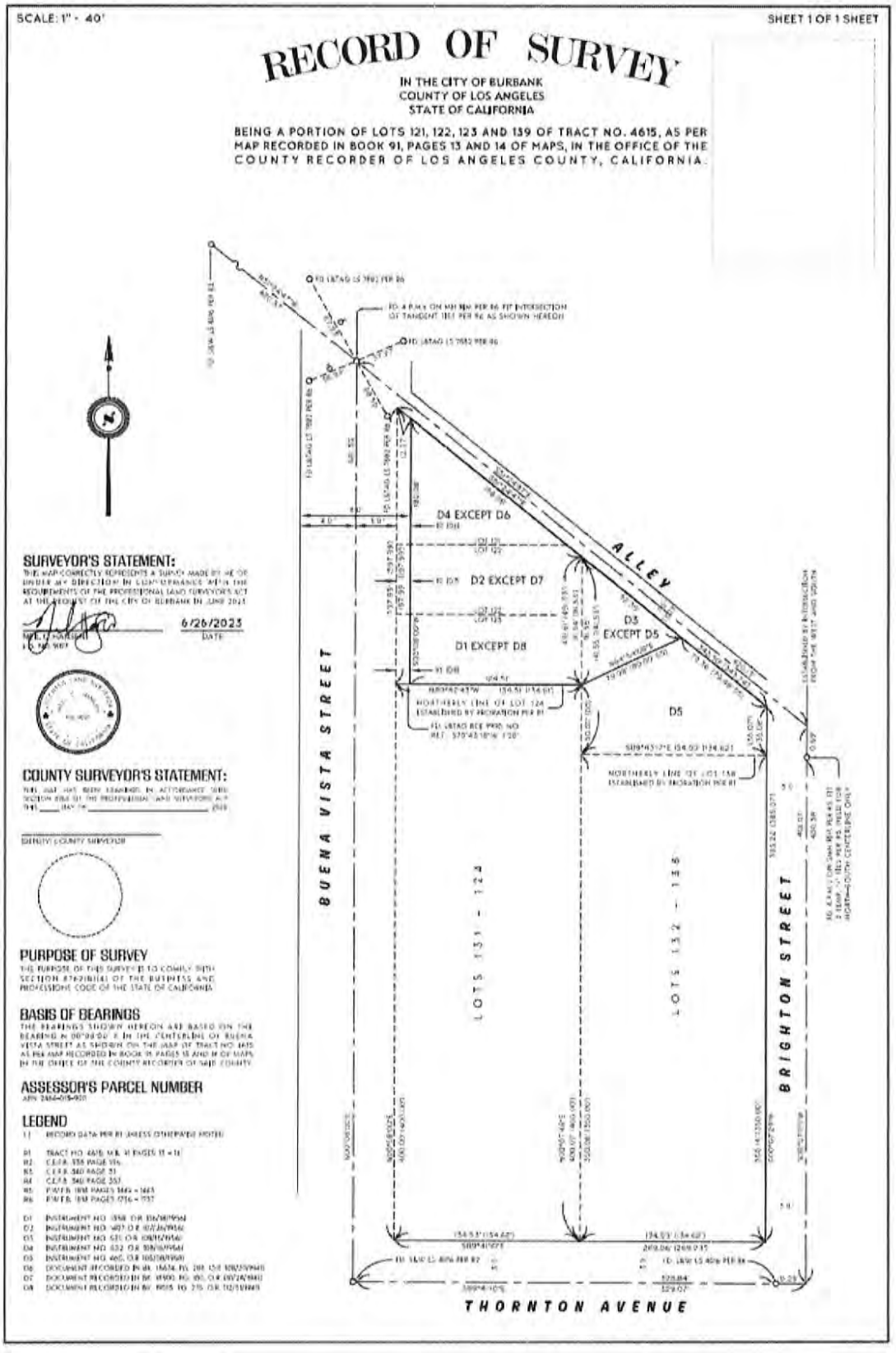
PARCEL 2:
LOT 139 OF TRACT 4615, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM THAT PORTION GRANTED TO LLOYD P. MILLAR AND MABEL MILLAR, HUSBAND AND WIFE AS JOINT TENANTS, BEING DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 8, 1958 AS INSTRUMENT NO. 1958-460 OFFICIAL RECORDS.

PARCEL 3:
LOT 122 OF TRACT 4615, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:
LOT 123 OF TRACT 4615, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2464-013-900

Exhibit "C" Record of Survey



ATTACHMENT 2 - 30

Exhibit "D" Cost Sheet Breakdown

2244 N. Buena Vista Improvement Cost Estimates and Revenue			
Revenue			
	City	**HALA**	**Total**
CDBG	$3,549,816		$3,549,816
RDA Loan Repayment	$817,417		$817,417
PLHA	$504,110		$504,110
General Fund	$201,755		$201,755
Grants		$1,000,000	$1,000,000
HALA Funds		$64,000	$64,000
Potential Donations/Offsets		$70,429	$70,429
Total	**$5,073,098**	**$1,134,429**	**$6,207,527**
Expenses			
	City	**HALA**	**Total**
Total Improvement Costs	**$4,386,572**	**$1,102,889**	**$5,489,461**
Percentage of Total Costs	80%	20%	
Revenue - Expenses	**$686,526**	**$31,540**	**$718,066**

Exhibit "E" Maintenance Matrix

MAINTENANCE & LIFE CYCLE COST RESPONSIBILITY MATRIX				
	Maintenance Divisions	**City Responsibilities**	**Tenant Responsibility (HALA)**	**Comments**
1	**Building Envelope**			
	Roof and waterproofing inspection	**X**		
	Roof, roof drain and downspout cleaning		**X**	
	Roof waterproofing investigation and repair	**X**		
	Exterior painting and lifecycle replacement	**X**		
2	**Openings**			
	Door and window repair	**X**		
	Door and window replacement	**X**		
	Electrified door and window maintenance and repair	**N/A**		
	Key duplication, lock service and small repairs		**X**	
3	**Interior Finishes**			
	Future tenant Improvements		**X**	
	Floor repair and replacement		**X**	
	Floor maintenance		**X**	
	Interior painting		**X**	

	Restroom finishes & fixtures (e.g. faucets, *partitions*, tile, mirrors and towel bars)	X	X	City responsible for toilets and sink replacement needed from normal wear and tear.
	Casework/Cabinets - repair		X	
	Window treatment		X	
4	**Plumbing**			
	Waste water systems			
	Sewer maintenance and stoppages - to Building	X		
	Sewer maintenance and stoppages - within Building		X	
	Sewer repair and replacement	X		
	Water Supply Systems			
	Backflow device test and inspection	X		
	Backflow device repair	X		
	Backflow device replacement	X		
	Fire sprinkler replacement	X		
	Fire sprinkler maintenance and repair	X		
	Water filters- appliance		X	
	Plumbing system large repair and lifecycle replacement (includes fire water)	X		
	Plumbing fixture and valve maintenance within the building		X	
	Plumbing fixture, valve repair and replacement within the building		X	

5	**Electrical**			
	Uninterruptible Power Supply system maintenance - personal computer		X	
	Uninterruptible Power Supply system repair and replacement for building	X		
	Computers and internal network		X	
	Electrical system maintenance	X		
	Electrical system large repair and lifecycle replacement	X		
	Lighting control system modification		X	
6	**Mechanical/HVAC**			
	HVAC system maintenance	X		
	HVAC system repair and replacement	X		
	Exhaust Systems			
	Exhaust system and hood maintenance, repair and replacement	X		
	Exhaust system and hood cleaning		X	
7	**Communication**			
	Data, low voltage infrastructure maintenance and repair		X	
	Data, Low Voltage Infrastructure replacement and new installations		X	
	Internal virtual network service and repair		X	
8	**Elevators**	**N/A**		
9	**Pools, Fountains**	**N/A**		

10	**Low voltage Systems**			
	Access Control test inspection and replacement	X		
	Security - Intrusion systems (sec sys) Test, Inspection and replacement		X	
	Surveillance/Cameras/CCTV		X	
	Access to data	X		
11	**Special Equipment**			
	Emergency generator test, repair and replacement	**N/A**		
	Bolt-on specialty equipment specific to tenant use		X	
	Appliance maintenance and repair		X	
	Appliance replacement		X	
	Back electronic gate	X		
12	**Regulatory and Compliance**			
	Exit signs and evacuation lighting - test, inspection and replacement	X		
	Fire extinguisher test and inspection		X	
	Evacuation plans		X	
	Fire, life & safety monitoring equipment test and inspection	X		
	Hazardous materials inspections and compliance	X		
	Hazardous materials awareness training, notifications		X	
	ADA compliance - tenant improvements	X		

	ADA compliance - building		X	
13	**Site** (Facility to Prop Line)			
	Site drain large repair and replacement	X		
	Site drain inspection and repair	X		
	Parking area, ADA compliance		X	
	Parking area cleaning		X	
	Landscape maintenance		X	
	Landscape maintenance - all trimming		X	
	Landscape maintenance - repair and replacement		X	
	General site maintenance (e.g. benches, flagpole, walking paths)		X	
14	**Tiny Homes**			
	Replacement	X		
	General Maintenance		X	
15	**Other Maintenance Activities**			
	Pest control		X	
	Janitorial		X	
	Window washing		X	
	Floor cleaning		X	
	Lamp replacement		X	
	Light surface mounted fixture replacement		X	
	Building cleaning		X	
	Grease trap - cleaning		X	
	Facility Cleaning due to unusual circumstances and weather		X	

	Solar Panels		X	
	**** Monthly inspections by City if so deems and Annual inspections, maintenance, and maintenance coordination managed by Tenant/City**			

Exhibit "F" Facility Modernization Assessment (11/1/21)
See attached

1045 Foothill Boulevard
La Canada, CA 91011

Facility Modernization Assessment

2244 N Buena Vista St/Old B&G Club

BY: Architecture Plus Inc

Date: November 01, 2021

{a+}
{architecture plus}
Phone: (818) 952-8143
Fax: (818) 864-6543
www.architectureplusstudio.com

{architecture plus, inc.}
• residential • commercial • construction
1045 Foothill Boulevard
La Canada, CA 91011

November 01, 2021

Dean Pearson – Project Manager
City of Burbank Public Works
124 S. Lake Street
Burbank, CA 91502

Subject: 2244 N Buena Vista St/Old B&G Club Facility Modernization Assessment

Dear Mr. Pearson:

The purpose of this assessment is to observe and provide an overview of the scope, costs, and minimum investment necessary to modernize the facility located at 2244 N. Buena Vista, Burbank, CA 91504 for the City of Burbank Public Works. The scope of this analysis is not to identify requirements to solely meet current code requirements, but to observe and provide findings that would provide due diligence in overcoming any apparent deficiencies with regard to safety, functionality, efficiency, ADA accessibility and marketability.

To accomplish this effort Architecture Plus performed an onsite walk with various professionals to assess the condition of the existing structural, electrical, mechanical, plumbing, roofing and fire life safety aspects of the project.

We examined only conditions that could be visually observed. Dimension verification was not conducted to confirm required slopes or clearances. These activities are outside the scope and the City's intent of this project. Although limited in scope, our evaluation and this report should be sufficient to provide the information you require and to determine the investment in scope and cost this facility represents to the city.

Findings and Recommendations:

General

The main building is a one-story structure, approximately 4,500 SF structure, located on a busy street (Buena Vista), adjacent to an alley way on the north and a single-family residence on the south with 3 on-grade parking spaces at the front. The exterior walls are concrete, with an aluminum storefront entry. The main building has a flat roof with a parapet. The site also includes two temporary (wheeled-on portables of) structures; One structure of approximately 850 SF laid out as a multipurpose room and the other of approximately 280 SF include restrooms. Temporary structures because the cost of improvement typically exceeds the cost of replacement, the temporary structures were not evaluated for modernization requirements.

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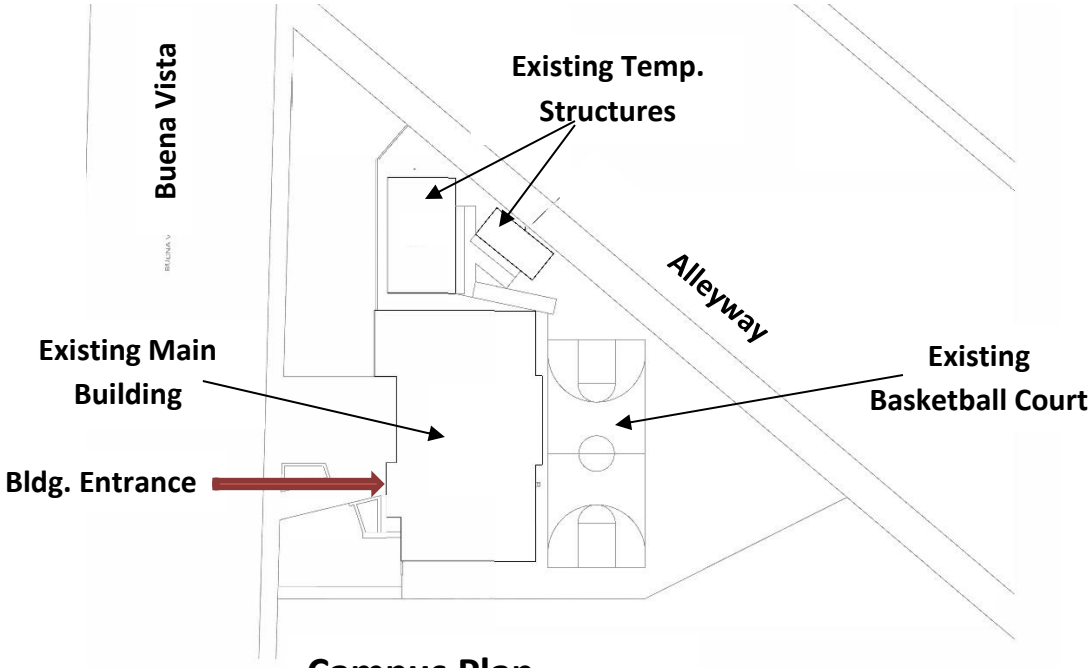
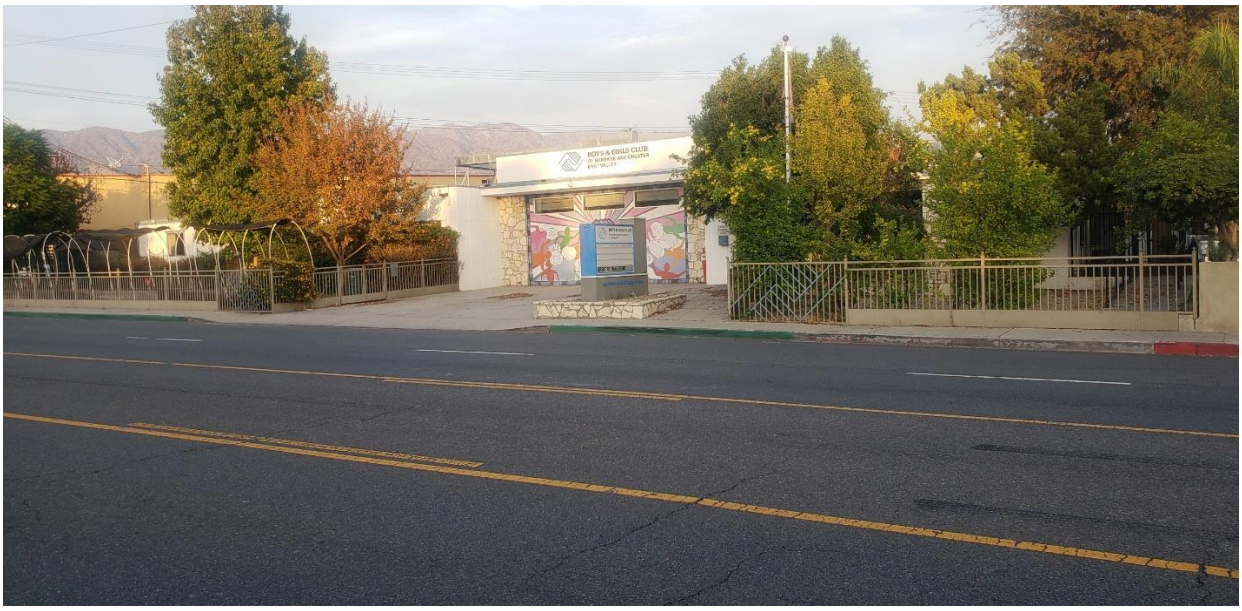
{architecture plus}
Phone: (818) 952-8143
Fax: (818) 864-6543
www.architectureplusstudio.com

1045 Foothill Boulevard
La Canada, CA 91011



Campus Plan



Overall Front @ Buena Vista

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{architecture plus}
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Fax: (818) 864-6543
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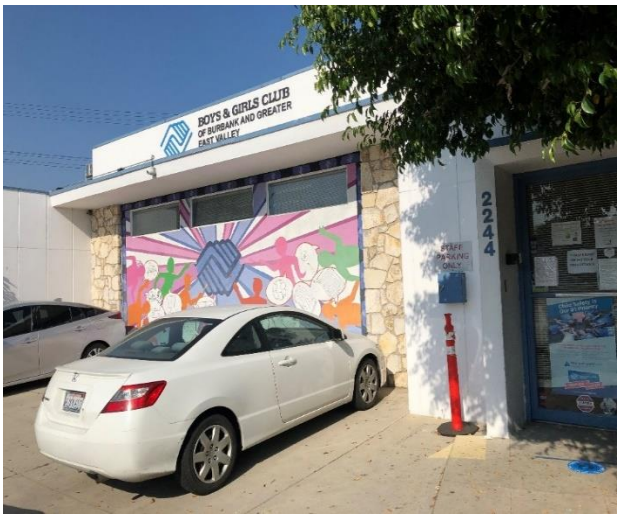
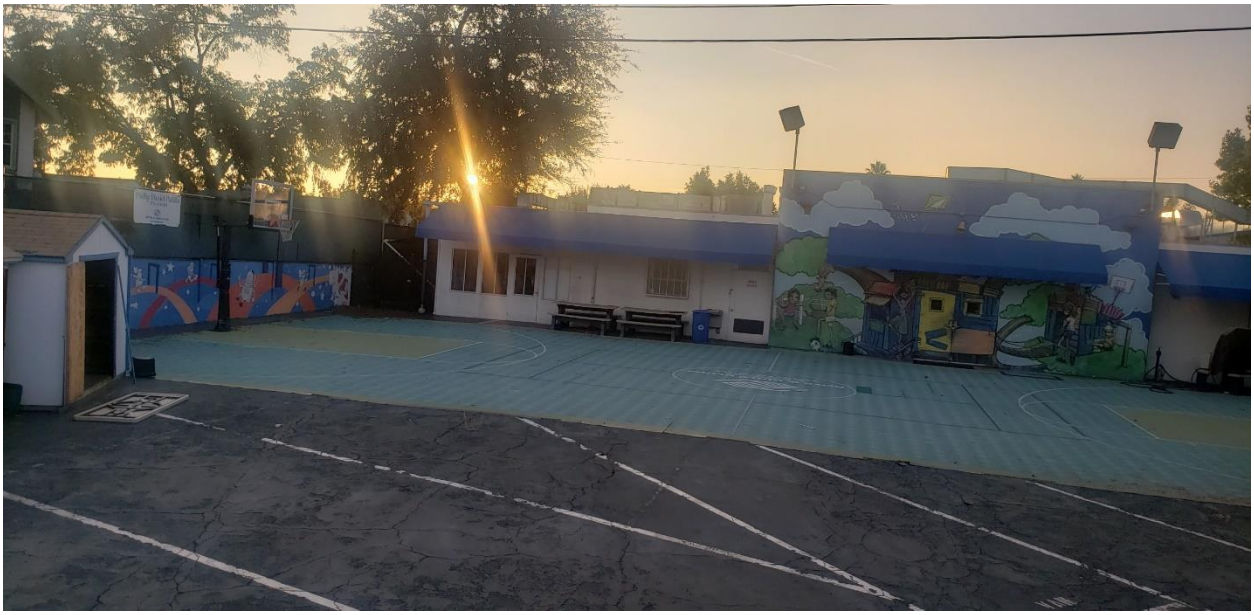


Building Exterior (Front @ Buena Vista)

Rear of Main Bldg.



Overall Rear of Main Bldg.

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{architecture plus}
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Fax: (818) 864-6543
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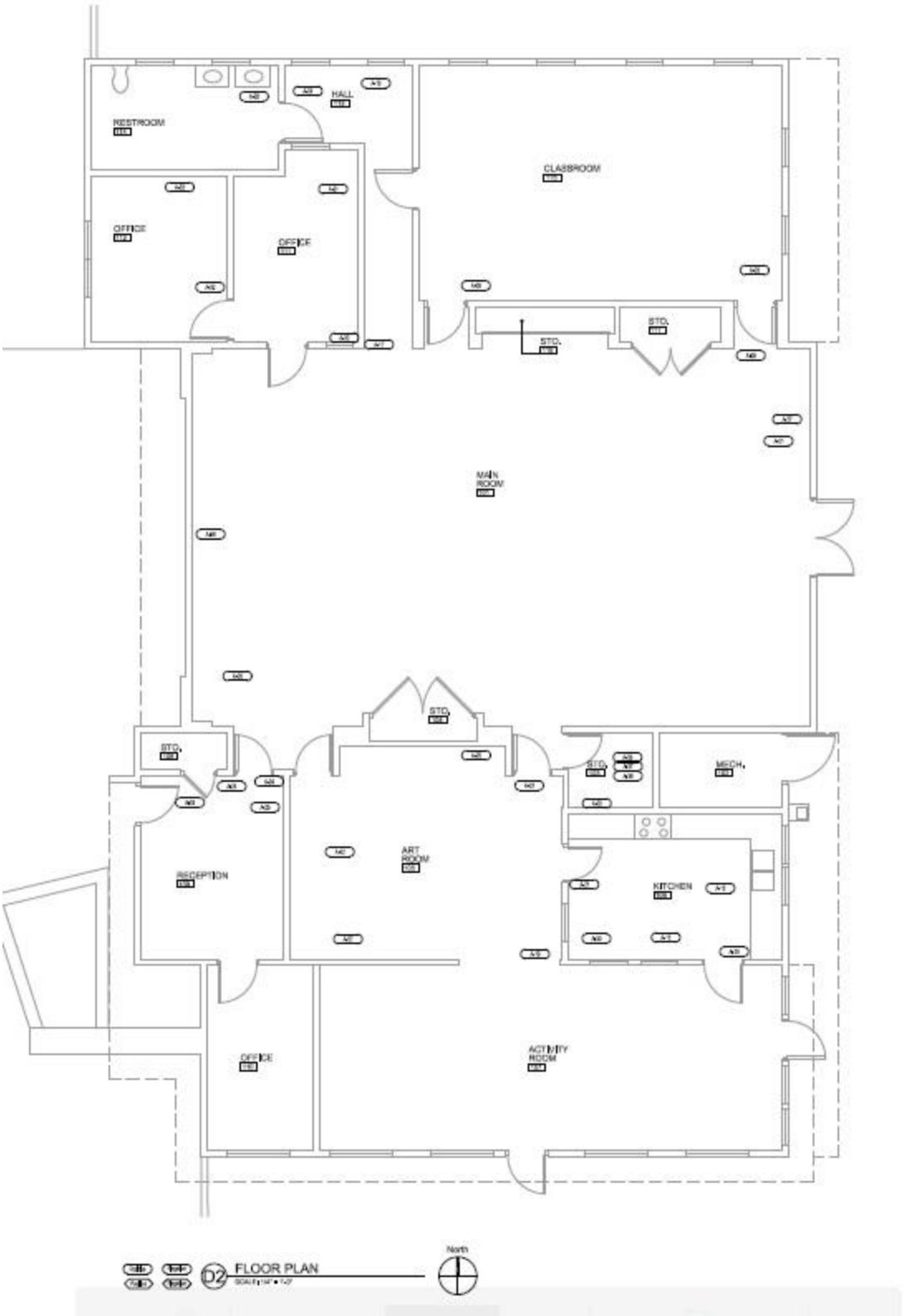

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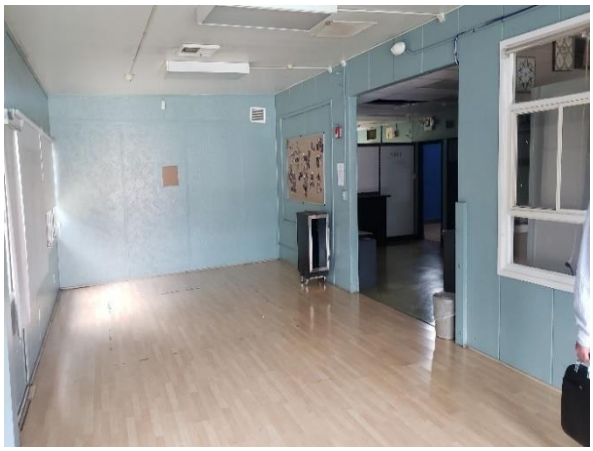
Classrooms Main Building

Interior Main Apparatus Room



Interior Main Building

Existing roof at Main Building.

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1 Site

The site consists of a main building, a modular restroom building, a modular computer room and a series of wood framed storage sheds. The site is primarily paved with asphalt and concrete. The surface appears to have sufficient slopes to evacuate storm water. Signs or drainage related deficiencies were not observed.
Much of the existing planting will need to be replaced and the irrigation system will need repair and maintenance. The storage sheds at the rear exterior are generally in good condition and can remain as is. The basketball court will need to be resurfaced if the painted court will not be reused but repurposed.

2 Haz Mat and Abatement

The main building includes limited asbestos containing material (ACM), lead containing materials, (PB), and other typically hazardous containing materials for a facility of this age including, but not limited to fluorescent light bulbs, mercury light bulbs, and specific components related to HVAC Package Units. The necessary abatement required for either working on the facility, and or abating the hazard altogether are minor and shall be mitigated as possible with the associated work and, or, if possible, as one coordinated effort.

Please note the following information required by law:

LEAD DISCLOSURE

Since lead-based paint was identified on the site, a copy of this report or a summary must be provided to new lessees (tenants) and purchasers of this property under Federal law (Title 24 Code of Federal Regulations (CFR), part 35 and Title 40, CFR, part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers, and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet and include warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards. Haz Mat reports should be referenced in detail prior to any work on the existing facility.

3 Structural and Seismic Strengthening

The existing building is a single-story structure with poured in place concrete exterior walls and steel bar joists roof structure.
The main building will fall under the mandatory wall anchorage and Section 7-150 of the City of Burbank Building Code for “Earthquake Hazard Reduction in Existing Reinforced Concrete Wall and/or Reinforced Masonry Wall Buildings with Flexible Diaphragms. This will require seismic retrofitting for the entire building.

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4 Roofing and Waterproofing

The existing modified bitumen built-up roof system covering the main roof sections was found to be in generally poor overall condition and at the end of its service life.
The flat seamed metal panel roof system covering the lower-level south roof section was found to be in fair overall condition capable of providing for an additional 5 to 7 years of service life before restoration or replacement may need to be implemented. However, because it will be more cost effective to install a new roof system over this roof section during the roof project of main roof sections, it is recommended to replace this roof area at this time.

Drainage is accomplished using sumped primary roof drains and through-wall primary and overflow scupper flashings. A rain gutter assembly is present along the south roof edge of the lower-level roof section. Drainage areas, gutter flashings, and downspouts should be cleaned of accumulations of dirt, foliage debris and trash to ensure proper uninterrupted flow to drain occurs.
Apart from cracked seals at the corners of drain sumps, no other drainage related deficiencies were identified at this time.
Based on the recommendations of an independent roof and waterproofing consultant and considering the scale and scope of the entire work effort, we are recommending entire roof replacement.
The replacement would include the installation of a Cool Roof Rating Counsel (CRRC) approved and Energy Star® rated, white, mechanically attached, 80 mil thick, fleeced-backed PVC single-ply roof system installed over the properly prepared existing roof system.

5 Energy- Required and Voluntary Modernization

As a part of the energy management upgrades it is recommended that the exterior walls be furred and insulated with rigid insulation, The roof should be insulated with R-30 batt insulation. The existing windows are single pane in many locations, and it is recommended that the windows be replaced with energy efficient low E type glazing to reduce energy costs.

6 Kitchen Cabinetry, Other Casework

The existing cabinetry and countertops in the kitchen and restrooms are at the end of their serviceable life and will require required and voluntary modernization. The replacement scope will include existing cabinets building be replaced with commercial grade AWI cabinetry that comply with current ADA reach and knee space requirements.

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{architecture plus}
Phone: (818) 952-8143
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The restroom in the main building and modular building will need to have toilet and urinal partitions added for privacy.
The classrooms will need cabinetry added for storage of equipment and or supplies.

7 Finishes and Fixtures (General tenant improvements)

The existing suspended ceiling will likely require additional compression structs, seismic wiring and seismic joints in the larger room as well as tile replacement where needed.
Exterior walls to be furred and drywalled with (smooth) level 5 finish and painted thru-out concealing all exposed surface mounted conduits. The existing carpet in classrooms is in very poor condition and shall be removed and replaced with VCT with 4" rubber top set base. Restroom tile will be replaced entirely with new tile and hardwall surfaces.
Kitchen equipment/appliance shall be replaced with Energy Star appliances.

8 Interior and Exterior Painting

The existing interior/exterior walls contain a lead-based paint which shall be mitigated prior to any disturbance of material with walls prepped and new paint applied. Existing interior doors and jambs also have lead based paint and should be prepped and finish paint applied.

Exterior stucco walls will need to be prepped and receive a complete painting including the metal surfaces at the low roof area adjacent to the kitchen, facias and drip edges will need to be abated where lead-based paint exists and prepped, primed and finish paint applied.

9 Fire, Life, Safety Systems

The City of Burbank has adopted amendments to the California Building and Fire Codes which will require all three of the buildings in the complex to be provided with fire sprinkler systems. A new fire service should be provided off the city water main in Buena Vista Street along with a double check detector assembly (DCDA) backflow and a fire department connection (FDC) installed outside the building. A fire sprinkler riser should be installed on the outside of the building, with a waterflow alarm switch and combination main drain and inspector's test connection. The waterflow alarm switch and valve tamper switches should be monitored by a new Fire-Lite fire alarm control panel in the main building.
any open fire alarm system wiring in the main building should be installed in conduit.

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10 Mechanical

The existing equipment consists primarily of Trane and Rheem gas/electric rooftop package units, manufactured in or prior to 2007. The existing mechanical equipment is at the end of it's projected 15-year service life and will require replacement of equipment to meet current code and energy requirements.

11 Electrical and Low Voltage Systems

The existing lighting is a mixture of LED and fluorescents replacement lamps and fixtures. Lighting control for the main community center are LED and controlled by a local dimming switch. It is recommended to replace fluorescent fixture with LED style fixtures. Exterior lighting is original incandescent/ HID that has been re lamped with LED type bulbs. Old wiring shall be replaced as it is discovered- Lighting Control Sections with indication of old wiring.

Branch circuit receptacle outlet devices shall be replaced with new including all GFCI receptacles.

-Existing emergency lighting is on individual battery system. Replace existing emergency lighting with new individual battery backup light fixtures.

The Main service shall be replaced and located outside the facilities. The proposed new location will need to be coordinated with Burbank Water and Power. The new service will include branch circuit sub panels for branch circuits. In addition to a new service panel the 200 Amp metered panel will be removed with the bungalow panels being picked up from the new service and refeed the existing bungalow panels. New sub panels shall be 200amp, 120/240V, single phase 3 wires. Replace branch circuit outlets that are worn out and replace old cloth wiring.

Install new low voltage Cat6e cable throughout the Main Building for Data, Telecon, and as needed to support new equipment as applicable.

12 Plumbing Systems

The plumbing system is original to the facility and at the end of its useful service life. In addition to the scope of other repairs and modernization, the entire plumbing system will require replacement of existing galvanized waterlines with copper. The sewer from POC at the street to the building entry will need to be inspected with a camera to verify its current condition. The water heater will require upgrading because of age and efficiency. Modernization of the restrooms remodel will require opening floors, walls and ceilings for replumbing as needed to accommodate changes. The gas system and earthquake requirements will need to be upgraded as needed with this work.

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{architecture plus}
Phone: (818) 952-8143
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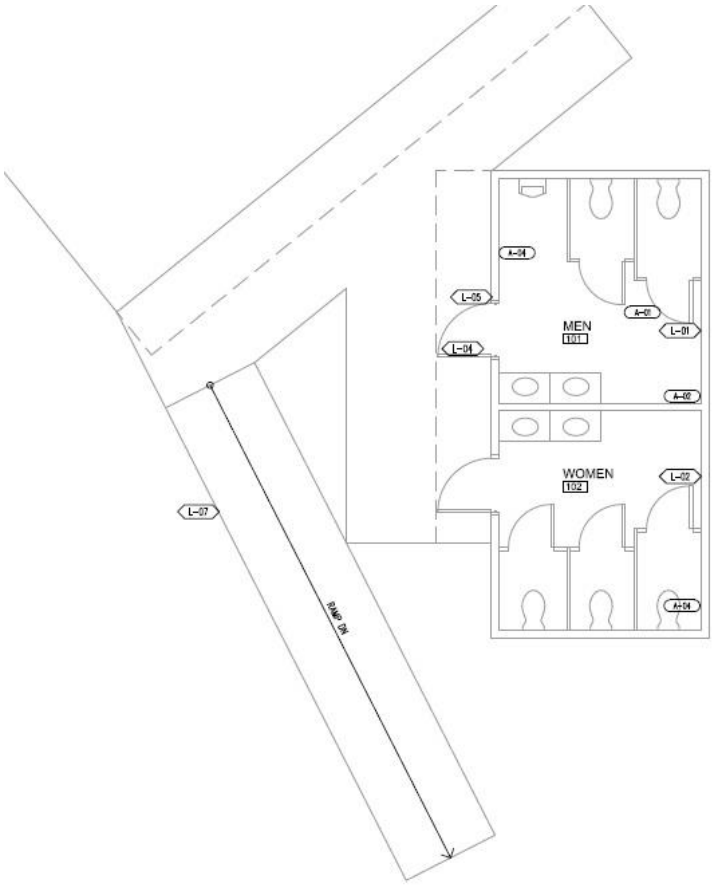
13 ADA Related Compliance

The last ADA related improvements were last completed approximately 20-25 years ago. ADA code changes and compliance is mandatory and almost any facility modernization will trigger required compliance. It is recommended and assumed that ADA related improvements will be required. The scope of these upgrades would include accessible parking (1 car and 1 van space) with required signage and striping as well as path of travel (POT) to the entry door, including and not limited to ramps, railing, signage, doors throughout, new cabinetry, and all other typical ADA related modernization.



Temporary Ramps and Restroom

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{architecture plus}
Phone: (818) 952-8143
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www.architectureplusstudio.com

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La Canada, CA 91011

Temporary Ramps and Restroom

14 Exterior

The exterior of the Main Building is in fair to good condition and will require minor gutter, downspout, and plaster repairs prior to a complete repainting of the exterior (see Interior and Exterior Painting Assessment above)

The storage sheds at the rear exterior are generally in good condition and can remain as is.

15 Existing Temporary Facilities

The restroom building will need to be modernized to accommodate the current ADA accessible restroom requirements which will include accessible sinks, stalls, urinals, water closets, hardware, and accessories.

Assume that if the temporary structures are left in place that maintenance, repair will be required to improve the facilities to a level of use. The work will not include modernization, only standard maintenance related activities including, but not limited to:
-Painting
-Small repairs
-Roof maintenance
-Cleaning

Existing heating and cooling equipment for the temporary structures will require and or replacement.

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www.architectureplusstudio.com

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The existing sprinklers in both the restrooms building and the computer building are not currently connected and shall be supplied by the new proposed sprinkler riser at the Main Building by connecting to the existing capped sprinkler main outside each building if the structures are to be used. Proper existing sprinkler pipe hanging and bracing should be verified in both buildings.

The fire alarm notification devices (strobes and horn/strobes) should be extended into both the restrooms building and the computer building and connected to and controlled by the existing fire alarm control panel in the main building.

16 General, soft or professional fees

It is anticipated that the professional fees to prepare architectural and engineering design for the work described in this report would be in the range of approximately 25% of the total construction costs.

Conclusion

The following assessments will provide a rough order of magnitude of potential scope and costs for observed potential deficiencies with the buildings structure, architectural, HVAC, mechanical systems, electrical systems, plumbing, fire life safety systems and roofing systems.

Greg Powell, Principal Architect

{a+}
{architecture plus}
Phone: (818) 952-8143
Fax: (818) 864-6543
www.architectureplusstudio.com

Boys and Girls Club
FEE MATRIX

Project: 2244 N Buena Vista St / Old B&G Club Facility Modernization

Discipline	Description	Estimated costs low	Estimated costs high
	Hardscape		
	Planting		
	Irrigation		
1 SITE	Subtotal	$ 6,000.00	$ 18,000.00
	Mitigate lead based paint		
	Relamping		
	Miscellaneous abatement		
2 HAZ MATERIAL and ABATEMENT	Subtotal	$ 15,000.00	$ 38,000.00
	Lateral bracing MEP misc.		
	Mandatory wall anchorage misc.		
3 STRUCTURAL	Subtotal	$ 25,000.00	$ 115,000.00
	Corrective work		
	Reroof with new membrane		
4 ROOFING/ WATERPROOFING	Subtotal	$ 35,650.00	$ 83,875.00
	Replace single pain windows		
	Insulate walls and roof		
5 ENERGY - Required and Voluntary Modernization	Subtotal	$ 38,000.00	$ 83,000.00
	Replace kitchen cabinets and countertops		
	Restroom cabinetry		
	Miscellaneous shelving and storage		
6 Kitchen cabinetry and other casework	Subtotal	$ 10,000.00	$ 40,000.00
	Upgrade existing ceiling wiring		
	Furr exterior walls and drywall		
7 FINISHES AND FIXTURES (General Tenant Improvements)	Subtotal	$ 25,000.00	$ 57,000.00

	Prep walls/doors prime and paint		
	Paint interior and exterior		
8 INTERIOR AND EXTERIOR PAINTING	Subtotal	$ 10,000.00	$ 20,000.00
	City Water Supply Connection		
	Backflow Assembly & Sprinkler Riser		
	Main Bldg. Sprinklers		
	Supply to out bldg. Sprinklers		
	Fire Alarm devices in out Bldgs.		
	Upgrades to existing Fire Alarm		
	Panels		
9 FIRE, LIFE, SAFETY SYSTEMS	Subtotal	$ 100,000.00	$ 175,000.00
	Minor repairs of existing system		
	Replace restroom Maravair unit		
	Replace 3 rooftop backage units at the Main		
10 MECHANICAL	Subtoal	$ 25,000.00	$ 80,000.00
	New electrical 440A Service		
	New 200A branch circuit panel		
	New lighting control		
	New Feeders to Bungalows		
	Mechanical connections		
	New Branch Circuit Outlets		
	New LED LightFixture		
11 ELECTRICAL	Subtotal	$ 35,000.00	$ 68,000.00
	New plumbing fixtures in restroom and kitchen		
	Replace galvanized piping		
	Replace water heater		
	Provide required straping and insulation		
12 PLUMBING	Subtotal	$ 15,000.00	$ 45,000.00
	Handicapped parking		
	Ramps and railing		
	Signage		
13 ADA RELATED COMPLIANCE	Subtotal	$ 14,000.00	$ 25,500.00
	Repair plaster		
	Repair dowspouts and gutters		

14 EXTERIOR	Subtotal	$ 3,000.00	$ 13,500.00
COMPLETE MODERNIZATION OF TEMPORARY FACILITIES	New plumbing fixtures and cabinetry		
	New stalls		
	Small repairs		
	Roof maintenance		
	Subtotal	$ 150,000.00	$ 250,000.00
SUBTOTAL CONSTRUCTION COSTS		$ 506,650.00	$ 1,111,875.00
SOFT COST FOR PROFESSIONAL SERVICES (25%)		$ 126,662.50	$ 277,968.75
ESTIMATED TOTAL COSTS		$ 633,312.50	$ 1,389,843.75

Exhibit "G" Resolution: Approval of Lease and Surplus Land Exemption
DRAFT – FINAL TO BE ADDED WHEN APPROVED BY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK approving A LEASE WITH HOME AGAIN LOS ANGELES FOR BURBANK'S HOME AGAIN LOS ANGELES (HALA) ACCESS CENTER LOCATED AT 2244 N. BUENA VISTA.

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

L. The City owns a building located at 2244 N. Buena Vista (Property) through a "Fee Simple" title, which includes an approximate 4,500 square foot structure built in 1949 by the City for use as a Burbank fire station.

M. From 1994 through 2021, the Boys and Girls Club leased the Property. In May of 2021, the Boys and Girls Club vacated the Property, and the Property is currently vacant.

N. In 2021, Council directed staff to prepare a Request for Qualifications (RFQ) seeking a non-profit that serves the Burbank community to lease the building. Home Again Los Angeles (HALA) was the successful responder.

O. HALA, a non-profit homeless service agency, desires to lease the Property from the City to utilize as Burbank's HALA Access Center for families. The Project includes four transitional housing units. The project meets a goal in the City's Five-Year Homelessness Plan (2022-2027) under Strategy 3: Create interim housing that can include shelters and/or transitional housing including a tiny home village.

P. In late 2022, the Council approved a staff request to negotiate with HALA to lease the building.

Q. In June 2024, Council approved an Exclusive Negotiation Agreement (ENA) with HALA, who then provided a payment of $64,000 as a good faith deposit.

R. The building is in severe disrepair with no substantial improvements having occurred since its construction 70 years ago. Staff has obtained estimated project construction costs. Total project costs that include architectural, engineering, project and construction management, studies, insurance and bonds along with environmental documentation and permits, is estimated at $5,489,461.

S. Additionally, the tenant improvement plans have been approved along with National Environmental Policy Act (NEPA) requirements. This project is exempt from the California Environmental Quality Act (CEQA) as the Project falls under the emergency shelter crisis, declared by the City Council on April 9, 2024, and complies with Government Code §8698.2 that exempts the improvements from CEQA.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES AS FOLLOWS:

1. The forgoing recitals are true and correct and incorporated as if restated herein in their entirety.

2. Approval of a Lease For 2244 N. Buena Vista. The City Council has reviewed the terms of the proposed Lease and hereby approves the Lease, and all terms contained therein, with Home Again Los Angeles to operate the Burbank's Home Again Los Angeles Access Center located at 2244 N. Buena Vista.

3. The City Manager or their designee is authorized to execute this Lease, any amendments thereto, or any other necessary documents to effectuate the Lease, on behalf of the City.

4. Environmental Review. The City Council exercises its independent judgment and finds, based upon the record before it, that this approval involves a lease that would not result in any expansion of its existing use. As such, this activity is exempt from CEQA under 14 CCR section 15301. Additionally, the project is exempt from the California Environmental Quality Act (CEQA) as the Project falls under the emergency shelter crisis, declared by the City Council on April 9, 2024, and complying with Government Code §8698.2 that exempted the improvements from CEQA.

Moreover, the Project is categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements, and no further environmental review is necessary.

5. Surplus Lands Act Declaration of Exemption. The City Council hereby finds and declares that the Lease is not subject to the Surplus Lands Act ("SLA") under SLA Guidelines, section 103(c)(3)(A): "Small Surplus Land Parcels. Land that is: Less than one-half acre in area (21,780 square feet) and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes." This Property is .23 acres (10,018 square feet) and is not contiguous to land owned by a state or local agency that is used for open-space or low-and moderate-income housing purposes. .

6. The City Clerk is authorized to attest to this Lease.

PASSED and ADOPTED this __ day of _____, 2025.

_____

Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____

By:

_____
Kimberly Clark, City Clerk

Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberly Clark, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____ 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kimberly Clark, City Clerk

Exhibit "H" Premises Rules and Code of Conduct. (between Tenant and Residents)

Home Again LA Access Center
GOOD NEIGHBOR POLICY
Buena Vista Street, Burbank, CA 91504

2244 N.

Home Again
LOS ANGELES

At Home Again LA, we are committed to fostering a safe, respectful, and welcoming environment for both our clients and the surrounding neighborhood. As a temporary resident at the Access Center, you are not only part of our supportive community but also a representative of the values we uphold.

This **Good Neighbor Policy** outlines our expectations for behavior while residing at the Access Center. Our goal is to maintain positive relationships with our neighbors and ensure the property remains a peaceful and respectful place for all.

Expectations of Conduct:

1. **Respect for the Neighborhood**
   - Be courteous and respectful to neighbors and community members at all times.
   - Do not trespass or loiter on adjacent properties.
   - Dispose of trash properly; do not litter or leave personal belongings outside the designated areas.
2. **Noise Control**
   - Keep noise to a minimum, especially between the hours of 9:00 PM and 8:00 AM.
   - Music, conversations, and other activities should not be disruptive to neighbors or fellow residents.
3. **Substance Use and Prohibited Activity**
   - Use or possession of illegal substances is strictly prohibited on or near the property.
   - Alcohol is not permitted on-site.
   - Violence, theft, or any threatening behavior will result in immediate removal from the program.
4. **Curfew and Visitation**
   - All clients must follow curfew guidelines established by Home Again LA staff.

- No unauthorized visitors are allowed on-site without prior approval.

5. **Pets**
   - Only approved service or support animals are allowed on-site, and must be under control at all times.
   - Clients are responsible for cleaning up after their animals.
6. **Parking and Loitering**
   - Park only in designated areas, if applicable.
   - Do not congregate in large groups near the entrance or surrounding areas.
7. **Communication with Staff**
   - If you experience a conflict or have concerns, speak with a staff member promptly.
   - Cooperation with staff is required at all times.

Acknowledgment of Good Neighbor Policy

I, the undersigned, acknowledge that I have read, understand, and agree to follow the Home Again LA Access Center's Good Neighbor Policy. I understand that failure to comply may result in disciplinary action, including possible dismissal from the program.

Client Name (Print): _____
Client Signature: _____
Date: _____
Staff Witness Signature: _____
Date: _____

Exhibit "I" Certificate of Occupancy
To Be Added at Completion of Construction

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Tuesday, August 27, 2024

Albert Hernandez
Chief Executive Officer
Home Again Los Angeles
2321 North Catalina Street
Burbank, CA 91504
Email: Albert@HomeAgainLA.org

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made $3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number:	B-24-CP-CA-0332
Project:	Access Center and Tiny Home Village for Unsheltered Families
Grantee/Recipeint:	Home Again Los Angeles
Amount:	$500,000
HUD Grant Officer	Njeri Santana-Carter / Njeri.A.Santana@hud.gov
HUD System Officer:	Quiana.A.Johnson / Quiana.A.Johnson@hud.gov
HUD Regional Environmental Officer:	Elizabeth McDargh / Elizabeth.Mcdargh@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The "FY2024 Community Project Funding Grant Guide" (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

1) **FY2024 CPF Grant Guide**: The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
b. Standard Form–424 Application for Federal Assistance (in the online system)
c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system): https://www.grants.gov/forms/forms-repository/sf-424-family
e. SF-1199A - Direct Deposit Sign-Up Form: https://www.gsa.gov/system/files/SF1199A-20.pdf The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at: https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage https://www.hudexchange.info/programs/cpf/ on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.

    - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
    - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

- HUD defines the "Federal Nexus" for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program's webpage at: https://www.hudexchange.info/programs/cpf/.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers: https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
651 BANNON STREET, SUITE 400, SACRAMENTO, CA 95811
P. O. BOX 952054, SACRAMENTO, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov

August 27, 2025

Dima Galkin, Trust Manager
Burbank-Glendale-Pasadena Regional Housing Trust
101 Progress
Irvine, CA 92618

Dear Dima Galkin:

RE: Conditional Award Commitment and Acceptance of Terms and Conditions
Local Housing Trust Fund Program, Round 5, Notice of Funding Availability (NOFA), Fiscal Year 2024/2025
Burbank-Glendale-Pasadena Regional Housing Trust– *Burbank-Glendale-Pasadena Regional Housing Trust*
Contract No. 24-LHTFCOM-18678

The California Department of Housing and Community Development ("**Department**" or "**HCD**") issued a Local Housing Trust Fund Program (LHTF), Round 5, Notice of Funding Availability on Fiscal Year 2024/2025. The Department is now pleased to inform you of this conditional award to the Burbank-Glendale-Pasadena Regional Housing Trust (**"Awardee(s)"**). This conditional award is a grant in the amount of $5,000,000 (the "**Conditional Award**") for the above-referenced project (the "**Project**") and includes the following:

Program	Award Amount	Contract Number
Five Percent (5%) Admin Costs	$250,000	24-LHTFCOM-18678
Local Housing Trust Fund Program Funding	$4,750,000	24-LHTFCOM-18678

Local Housing Trust Fund Program (LHTF), Round 5 NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases. During the embargo period, the conditional award letter may be submitted in applications to California Tax Credit Allocation Committee (TCAC) and California Debt Limit Allocation Committee (CDLAC).

The Conditional Award is based on and subject to the Applicant Representations and the Terms and Conditions of Conditional Award, both as further specified and described in this notice of the Conditional Award (the "**Conditional Award Commitment**"). This Conditional Award may only be accepted by timely delivery of a fully executed Acceptance of Terms and Conditions of Conditional Award form to the Department (an executed copy of this form is enclosed herein).

I. Applicant Representations – Basis of Conditional Award

In response to the above-mentioned NOFA, the Awardee(s) submitted an application for grant funding of the Project (that application, and all communications and documentation submitted to the Department in support thereof, the "**Application**").

The Department is making this Conditional Award to the Awardee(s) on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardee(s) submitted as part of the Application (the "**Applicant Representations**").

The Department may rescind this Conditional Award if the Department discovers, at any time prior to disbursement of the Conditional Award, that the Applicant Representations included material misrepresentations or omissions, regardless of whether or not such misrepresentations or omissions were innocent, unintentional, and/or based upon belief.

II. Terms and Conditions of Conditional Award

TIME IS OF THE ESSENCE IN THE SATISFACTION OF THESE TERMS AND CONDITIONS OF CONDITIONAL AWARD.

The Department may rescind this Conditional Award if any of the terms and conditions enumerated in this Section II (the "**Terms and Conditions of Conditional Award**") are not timely satisfied. The Terms and Conditions of this Conditional Award and their corresponding timelines are described below.

If the Terms and Conditions of this Conditional Award are timely satisfied, the Department will **(i)** promptly provide a written notification to the Awardee(s) via electronic mail; and **(ii)** circulate an executed copy of an STD 213, Standard Agreement, for all appropriate signatures and approvals in accordance with the timeline specified in Section III of this Conditional Award Commitment.

All timelines shall be calculated in calendar days. Any deadline falling on a weekend or State of California holiday shall be extended to the next business day.

A. Timely Execution of Acceptance of Terms and Conditions of Conditional Award Form

The Awardee(s) shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date of this Conditional Award Commitment. The Department will deem this condition to be unsatisfied if it receives an executed Acceptance of Terms and Conditions of Conditional Award that has been substantively modified, altered, or amended in any way. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to LHTF@hcd.ca.gov.

B. Timely Delivery of Authorization and Organizational Documents

If not provided at the time of application, the Awardee(s) shall deliver to the Department, within sixty (60) calendar days of the date upon this Conditional Award Commitment, a legally sufficient set of Authorization and Organizational Documents, as further described and specified below. Specifically, the Awardee(s) shall deliver a duly adopted authorizing resolution, as well as a complete and duly filed or adopted set of organizational documents and all amendments (the "**Authorization and Organizational Documents**"), for each of the following entities as applicable:

- each Awardee entity; the ultimate borrower of the Conditional Award funds (the "**Borrower**"); and,
- each separate legal entity that is part of the Awardee's or Borrower's organizational structure.

Each entity's resolution must constitute, to the Department's reasonable satisfaction, an unconditional, duly adopted, and legally binding authorization of the entity to accept the total amount of these Conditional Award funds, to fully participate in the relevant Department program, and to be legally bound by the requirements of the Department program. The Department may agree to an extension of fifteen (15) calendar days based on the Awardee's demonstration of necessity.

Note: Local Public Entities, as defined in the above-mentioned NOFA and/or Final Program Guidelines, are not required to submit a complete and duly filed or adopted set of organizational documents and amendments. Both the Conditional Award and this Conditional Award Commitment are subject to Health and Safety Code section 50406, subdivision (p), as subsequently amended ("**AB 1010**").

The Department has posted resolution templates on its website as informational guidance. Please note that use of the resolution templates is not compulsory. However, use of the provided templates will assist in the timely review and approval of the Standard Agreement. While entities may choose to use modified language in their resolutions, Sponsors should be aware that this may delay preparation of the Standard Agreement or, if deemed insufficient, may result in the need to submit a revised resolution.

At any point prior to disbursement, the Department may also require the Awardee(s) to resubmit Authorization and Organizational Documents if the original submittals were determined to be inaccurate or incomplete.

III. Delivery of Standard Agreement

In an effort to be responsive to each Awardee's closing needs and to ensure timely commitment of funds, the Department commits to delivering an executed copy of the Standard Agreement relative to this Conditional Award within ninety (90) calendar days of receiving all required documents, including all legally sufficient Authorization and Organizational Documents, in connection with this Project and as applicable.

Your contract is assigned to a Single Point of Contact (SPOC), Kelsey Barraza, Staff Services Manager, Access to Opportunity Branch, at (916) 820-1287 or Kelsey.Barraza@hcd.ca.gov, which will serve as your contact for any and all inquiries related to the development and execution of the Standard Agreement. If this project has previously received funding from HCD, this new award will be referred to the same contact as your previous award so as to minimize the points of contact from within HCD. You will receive an email from your SPOC within 48 hours of receipt of your signed Acceptance of Terms and Conditions of Conditional Award.

Among the responsibilities of the SPOC will be to maintain contact throughout the next several months as you work to secure all necessary funding sources to begin construction. Your SPOC will be reaching out to you monthly to inquire on status and progress. In the meantime, should you have any changes to the status or make up of your project we ask that you communicate these changes as soon as possible to your assigned SPOC.

Congratulations on your successful Application. For further information, please contact your SPOC as outlined in Section III above.

Sincerely,

Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

California Department of Housing and Community Development

Local Housing Trust Fund Program, Round 5
Notice of Funding Availability

Acceptance of Terms and Conditions of Conditional Award

Burbank-Glendale-Pasadena Regional Housing Trust ("**Awardee**")
Burbank-Glendale-Pasadena Regional Housing Trust ("**Project**")

Local Housing Trust Fund Program, NOFA award totaling $5,000,000 ("**Conditional Award**"), as detailed below:

Program	Award Amount	Contract Number
Five Percent (5%) Admin Costs	$250,000	24-LHTFCOM-18678
Local Housing Trust Fund Program Funding	$4,750,000	24-LHTFCOM-18678

By signing this Acceptance of Terms and Conditions of Conditional Award, the Awardee acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated August 27, 2025 in connection with the Project.

Local Housing Trust Fund Program (LHTF), Round 5 NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases. During the embargo period, the conditional award letter may be submitted in applications to California Tax Credit Allocation Committee (TCAC) and California Debt Limit Allocation Committee (CDLAC).

_____ _____

Dima Galkin, Trust Manager — August 27, 2025
Burbank-Glendale-Pasadena Regional Housing Trust

**** For HCD Use Only ****

□ Authorized Representatives Verified
□ All Parties Signed
August 27, 2025 Received:

_____

RESOLUTION NO. 25-29,675

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A LEASE WITH HOME AGAIN LOS ANGELES FOR BURBANK'S HOME AGAIN LOS ANGELES (HALA) ACCESS CENTER LOCATED AT 2244 N. BUENA VISTA AND APPROVAL TO AMEND FISCAL YEAR 2025-26 BUDGET TO APPROPRIATE FUNDS, AND AUTHORIZE THE ACCEPTANCE OF FUTURE FUNDS UNDER THE LEASE AGREEMENT

THE COUNCIL OF THE CITY OF BURBANK FINDS AS FOLLOWS:

A. The City owns a building located at 2244 N. Buena Vista (Property) through a "Fee Simple" title, which includes an approximate 4,500 square foot structure built in 1949 by the City for use as a Burbank fire station.

B. From 1994 through 2021, the Boys and Girls Club leased the Property. In May of 2021, the Boys and Girls Club vacated the Property, and the Property is currently vacant.

C. In 2021, Council directed staff to prepare a Request for Qualifications (RFQ) seeking a non-profit that serves the Burbank community to lease the building. Home Again Los Angeles (HALA) was the successful responder.

D. HALA, a non-profit homeless service agency, desires to lease the Property from the City to utilize as Burbank's HALA Access Center for families. The Project includes four transitional housing units. The project meets a goal in the City's Five-Year Homelessness Plan (2022-2027) under Strategy 3: Create interim housing that can include shelters and/or transitional housing including a tiny home village.

E. In late 2022, the Council approved a staff request to negotiate with HALA to lease the building.

F. In June 2024, Council approved an Exclusive Negotiation Agreement (ENA) with HALA, who then provided a payment of $64,000 as a good faith deposit.

G. The building is in severe disrepair with no substantial improvements having occurred since its construction 70 years ago. Staff has obtained estimated project construction costs. Total project costs that include architectural, engineering, project and construction management, studies, insurance and bonds along with environmental documentation and permits, is estimated at $5,489,461.

H. Additionally, the tenant improvement plans have been approved along with National Environmental Policy Act (NEPA) requirements. This project is exempt from the California Environmental Quality Act (CEQA) as the Project falls under the emergency shelter crisis, declared by the City Council on April 9, 2024, and complies with Government

Code §8698.2 that exempts the improvements from CEQA.

I. This Property is 0.23 acres and is not contiguous to land owned by a state or local agency. Pursuant to the Surplus Land Act, SLA Guidelines, section 103(c)(3)(A) a lease of land that is less than one-half acre in area (21,780 square feet) and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes is not subject to the SLA. Therefore, the Lease is not subject to the SLA.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES AS FOLLOWS:

1. The forgoing recitals are true and correct and incorporated as if restated herein in their entirety.

2. Approval of a Lease For 2244 N. Buena Vista. The City Council has reviewed the terms of the proposed Lease and hereby approves the Lease, and all terms contained therein, with Home Again Los Angeles to operate the Burbank's Home Again Los Angeles Access Center located at 2244 N. Buena Vista.

3. The City Manager or their designee is authorized to execute this Lease, any amendments thereto, or any other necessary documents to effectuate the Lease, on behalf of the City.

4. Environmental Review. The City Council exercises its independent judgment and finds, based upon the record before it, that this approval involves a lease that would not result in any expansion of its existing use. As such, this activity is exempt from CEQA under 14 CCR section 15301. Additionally, the project is exempt from the California Environmental Quality Act (CEQA) as the Project falls under the emergency shelter crisis, declared by the City Council on April 9, 2024, and complying with Government Code §8698.2 that exempted the improvements from CEQA.

Moreover, the Project is categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements, and no further environmental review is necessary.

5. Surplus Lands Act Declaration of Exemption. The City Council hereby finds and declares that the Lease is not subject to the Surplus Lands Act ("SLA") under SLA Guidelines, section 103(c)(3)(A): "Small Surplus Land Parcels. Land that is: Less than one-half acre in area (21,780 square feet) and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes." This Property is .23 acres (10,018 square feet) and is not contiguous to land owned by a state or local agency that is used for open-space or low-and moderate-income housing purposes. .

6. The City Clerk is authorized to attest to this Lease.

7. The Financial Services Director, or her designee, is hereby authorized to appropriate any future funds received under the Lease agreement.

PASSED and ADOPTED this 16th day of December 2025.

s/Tamala Takahashi
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

s/Kimberley Clark
Kimberley Clark, City Clerk

By: s/Ray Johal
Ray Johal
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 16th day of December 2025 by the following vote:

AYES: Anthony, Perez, Rizzotti, Mullins, and Takahashi.

NOES: None.

ABSENT: None.

s/Kimberley Clark
Kimberley Clark, City Clerk

STAFF REPORT

CITY CLERK'S OFFICE

DATE: December 16, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Kimberley Clark, City Clerk
BY: Maria Sanchez, Administrative Analyst I

SUBJECT: Appointment to Fill One Vacancy on the Heritage Commission for an Unexpired Term

RECOMMENDATION

Appoint one member to the Heritage Commission to fill an unexpired term ending July 31, 2026.

BACKGROUND

All Board, Commission, and Committee (BCC) Members shall be appointed by a three-fifths (3/5) vote of all Council Members and serve without compensation from the City. No person shall serve on more than one BCC at the same time. Vacancies on a BCC occurring during the term of office shall be filled within 90 days from the date the vacancy occurs. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee. In addition, all applicants must reside within the jurisdictional boundaries of the City of Burbank (per Burbank Municipal Code (BMC) §§ 2-1-404, 2-1-405, 2-1-406, and 2-1-407).

Once a vacancy is established, the City Clerk advertises the vacancy for 30 days, accepts applications, and provides the applications received to Council for consideration. Applicants have the option of applying for up to two BCCs, indicating their first and second choice.

The voting process established allows for each Council Member to vote as many times as there are vacancies on the BCC being considered; the applicants receiving a majority

of the votes in the first round are either appointed or move into the second round, if necessary. The process continues for as many rounds as are necessary to attain the correct number of applicants to fill the vacancy(ies).

Heritage Commission

The Heritage Commission (Commission) was established by Ordinance No. 3381, to act as an advisory body on the designation and preservation of historical places and structures. The Commission consists of five (5) members. Members shall demonstrate interest, competence, or knowledge in historic preservation. The powers of the Commission shall be as follows:

1) Review all applications for approval of Designated Historic Resources and make a recommendation to the City Council for the approval, denial, or modification to the application;
2) Review the City's criteria for Designated Historic Resources and make recommendations to the City Council for changes to the designation criteria or procedures, as appropriate;
3) Review and make decisions on all applications for Permits to Alter Designated Historic Resources;
4) Review ongoing maintenance requirements for Designated Historic Resources;
5) Nominate historic resources for listing and/or designation at the state or federal level;
6) Review and make recommendations to the City Council on all regulations and policies related to historic preservation including but not limited to: General Plan amendments, Specific Plans, and Zoning Ordinance amendments;
7) Review and make recommendations on environmental documents for projects that have the potential to cause a significant adverse impact on Designated or Eligible Historic Resources; and
8) Perform any other functions as directed by the City Council.

DISCUSSION

On November 7, 2025, the City Clerk's Office began advertising and accepting applications for one vacancy on the Commission for an unexpired term ending July 31, 2026, created by the removal of Commissioner Arthur Solis due to excessive absenteeism.

To obtain qualified candidates, a Notice of Vacancy was advertised through the following:

- City website
- City Council meeting announcements
- All social media platforms managed by the City Clerk's Office
- Press releases sent to the *Burbank Leader* and *MyBurbank.com*

- Notices posted on the City Hall Bulletin Board
- Community groups and organizations
- Constant Contact email notification

The deadline to submit applications to the City Clerk's Office was Monday, December 8, 2025, at 5:00 p.m. The City Clerk's Office received a total of seven applications for the Commission: Hernan Camacho, Tony Anselmo, Jaclyn Salinas, Theodore Garcia, Stefan Doomanis, Zach Martin, and Corey Mensing. The applications are listed in the order received.

ENVIRONMENTAL REVIEW

This activity has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, as such, is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) 14 Cal. Code Regs § 15378.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONCLUSION

The City and the community both realize substantial benefits from civic involvement. Appointments to the boards, commissions, and committees help encourage public participation in the governmental process and ensure Burbank residents have a voice.

ATTACHMENTS

Attachment 1 – Applications and Resumes
Attachment 2 – BMC § 2-1-420

Applications and Resumes

Application Form

Profile

Hernan (First Name) | G (Middle Initial) | Camacho (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | [redacted] (Suite or Apt)

Burbank (City) | CA (State) | 91501 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Retired (Employer) | Art Director (Job Title) | Set Decorator for Film & TV (Occupation)

Which Boards would you like to apply for?

Heritage Commission: Submitted

Length of time as a Burbank Resident:

35 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I enjoy retaining architectural and preserving historical aesthetics, while maintaining an open mind to today's construction needs for housing.

Education

Liberal Arts Degree from UCSD before Graduating from UCLA in 1984.

Additional Pertinent Courses or Training

I trained under architect Ray Hirata to copy his floor plans, and typography

Other Pertinent Skills, Experience or Interests

Worked as a Set Decorator, Art Director and Production Designer for the last 40 years in Film and Television, in Los Angeles and around the world. The resume my last show earlier this year at Paramount/Studios Stage 28, called 'Poppa's House' on CBS.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

Burbank N/A

List Community activities in which you are involved:

N/A

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

Not related to, but was a friendly neighbor Councilperson Sharon Springer.

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

Burbank

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Heritage Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

Worked for 40 years in the Art Department for Film and Television and have been keenly aware of the Arts, and Architecture all my life.

What are your goals in serving on this Board/Commission/Committee?

To preserve historical structures and beautify an ever growing and vibrant city.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

1. All information submitted is a public record and will be posted on the City's website.
2. All Board, Commission, and Committee members serve without compensation from the City.
3. No person shall serve at the same time on more than one Board, Commission or Committee.
4. Applicants must be residents of the City of Burbank.
5. Any person appointed to fill a vacancy shall hold office for the remainder of the unexpired term and must complete the term before applying to serve on another board, commission, or committee.
6. Any person appointed to a Board, Commission, or Committee shall remain in compliance with the City's **Attendance Policy**:
    - In the event a member of a board, commission, or committee is absent for three (3) regularly scheduled meetings of the board, commission, or committee to which they have been appointed during the 12-month period, the attendance record of such member shall be reviewed by the board, commission, or committee to which the member was appointed. Should the Council excuse the member's three absences, and the member misses a fourth meeting, the City Clerk may proceed with the member's automatic removal by City staff. (See BMC Section 2-1-403, 2-1-405, 2-1-406, 2-1-407)

I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

HERNÁN CAMACHO, SDSA

Set Decorator | [redacted] | [redacted]

GALLERY – [redacted] | [redacted]

Television

- Jump Start (CBS Television) 2023
  Aiyana Trotter, Production Designer
- BMF/Black Mafia Family (Lionsgate/STARZ) Pilot & Seasons 1 & 2 2020 - 2022
  Karen Eder, Production Designer
- Mayans (FX) Season 4 2022
  Marco Niro, Production Designer
- Kate (Netflix) Los Angeles Unit 2020
  Scott Meehan, Art Director
- La Brea (NBC/Universal) Pilot 2020
  Carlos Barbosa, Production Designer
- American Horror Story/1984 (Fox/FX) Season 9 2019
  Chloe Arbiture, Production Designer
- Lethal Weapon, (Fox) Season 3 2018/2019
  Richard Berg, Production Designer
- L.A.'s Finest (Sony) Pilot 2018
  Carlos Barbosa, Production Designer
- The Affair (Showtime) Season 3 2017/2018
  Michael Novotny, Production Designer
- Insecure (HBO) Season 2 2017
  Christopher Brown, Production Designer
- Snowfall (FX) Pilot & Season 1 2016/2017
  Tomás Voth, Production Designer
- The Brink (HBO) 3 episodes 2014
  Jessica Kender, Production Designer
- Scandal (ABC) Season 3 – 3 episodes 2012
  Cory Kaplan, Production Designer
- 1600 Penn (Fox/NBC) Pilot & Season 1 2012
  Richard Berg, Production Designer

Features

- Straight Outta Compton (Universal) 2014
  Shane Valentino, Production Designer
- Mostly Ghostly (Universal) 2014
  Tom Lisowski, Production Designer
- Thor and The Mandarin (Marvel) Los Angeles Units 2012/2013
  Shepherd Frankel, Production Designer

Commercials & Promos Decorated more than 400 commercials over the last 30 years.

City of Burbank Boards, Commissions & Committees

Application Form

BBK City Clerk 12:02:25PM01:39

Profile

Tony — First Name
F. — Middle Initial
Anselmo — Last Name

[redacted] — Email Address

[redacted] — Home Address

Suite or Apt

Burbank, — City
CA. — State
91505 — Postal Code

[redacted] — Primary Phone
Alternate Phone

Disney — Employer
V.C. Donald Duck — Job Title
* Art Director — Occupation

Which Boards would you like to apply for?

Heritage Commission:

Length of time as a Burbank Resident: 40 years

Burbank Registered Voter?

● Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

To Preserve Historic Architecture in Burbank

Education

Masters in Fine Arts

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests Archival Science, Preservation & Architecture

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.: N.A.

List Community activities in which you are involved: N.A.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A. N.A.

Conflict of Interest

Conflict of Interest:

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○ Yes ● No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

AB 1234 Training

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Heritage Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

Historic Preservation in Park City, UTAH
work with Smithsonian, and Walt Disney Family Museum

What are your goals in serving on this Board/Commission/Committee?

Protect and Preserve Historical Architecture in Burbank

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Application Form

Profile

Jaclyn
First Name

c
Middle Initial

Salinas
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Burbank
City

CA
State

91502
Postal Code

[redacted]
Primary Phone

Alternate Phone

Godis Salon
Employer

Owner
Job Title

Salon Owner/Entrepreneur/Educa
Occupation

Which Boards would you like to apply for?

Heritage Commission: Submitted

Length of time as a Burbank Resident:

In the process of registering to vote

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

My interest in serving comes from lived experience, not observation. As a child, nonprofits weren’t something I learned about—they were a lifeline for my family. Without the support of community organizations, my mother wouldn’t have survived some of the hardest seasons of our lives. Those nonprofits provided the essentials we needed, and that experience shaped me profoundly. I know firsthand what it means when a community steps up for its people. Because of that, giving back isn’t something I do—it’s who I am. As an adult, I’ve devoted over 15 years to community service and have volunteered with many nonprofits and organizations across different causes. I’ve seen both sides: what it feels like to need help, and what it means to be the one offering support. Serving on this committee is an opportunity to bring that lived perspective, that compassion, and that experience to the decision-making table. I understand the real impact that thoughtful leadership and strong community programs can have. I want to contribute my voice, my work ethic, and my commitment to ensuring families in our community have the resources, opportunities, and support that once helped save mine.

Education

I am a high school graduate with extensive real-world, self-directed education gained through over 20 years as an independent contractor, hairstylist, salon owner, and community mentor. My professional experience has required continuous learning, leadership, and strong business acumen. I have successfully owned and operated multiple businesses, built teams, mentored professionals, and developed programs that directly serve community needs. My commitment to service began behind the chair, where I connected deeply with people from all walks of life. Those relationships inspired me to give back through community work, including over 15 years of volunteering with various nonprofits and creating a program for the James Boccardo Reception Center in Northern California. My education has come from building, leading, and serving—skills that have prepared me to contribute meaningfully to any board, commission, or committee focused on strengthening our community.

Additional Pertinent Courses or Training

My training has been primarily professional and experiential. Over the past 20+ years, I have completed extensive industry education in leadership, entrepreneurship, client communication, business operations, and mentorship through ongoing professional development in the beauty and service industries. As a salon owner and independent contractor, I have trained in team leadership, conflict resolution, customer relations, community engagement, and program development. I have also undergone nonprofit and community service–related training through organizations I have volunteered with for over 15 years, including developing a community support program for the James Boccardo Reception Center in Northern California. This combination of hands-on professional training and community-focused experience has equipped me with strong communication, organizational, and service-oriented skills relevant to this committee.

Other Pertinent Skills, Experience or Interests

I bring a diverse blend of skills developed through over 20 years as an independent contractor, salon owner, and community mentor. My expertise includes leadership, team building, business management, and program development. I’ve also dedicated over 15 years to volunteering with nonprofits, including creating impactful programs for the James Boccardo Reception Center. I’m passionate about community empowerment, equitable access to resources, and fostering inclusive programs that make a tangible difference.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

In 2018, I worked closely with the James F. Boccardo Regional Reception Center, the largest homeless transitional housing facility in Northern California. While not serving on a formal board or committee, I was involved in organizing fundraisers, leading tours for major tech companies to encourage donations, and participating in the rollout of transitional housing initiatives alongside the mayor and executive leadership.

List Community activities in which you are involved:

Volunteered extensively with the James Boccardo Reception Center, organizing fundraisers and leading tours to encourage corporate donations. Dedicated many years to volunteering with hospice, providing compassionate support and care. Participated in fundraising events for Ronald McDonald Children's Hospital, contributing to meaningful community support. Engaged in public speaking to raise awareness and inspire action within the community.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

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○ Yes ◉ No

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First Choice

FIRST choice for Board/Commission/Committee appointment:

I would like to be considered for the community, human service, commission or committee because it aligns with my passion for community service and my extensive experience in nonprofit work and community engagement.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I would like to serve on the Community Services Commission, as it aligns with my passion for community welfare, my extensive nonprofit experience, and my commitment to making a positive impact. I have over 15 years of experience in community service, nonprofit management, and entrepreneurship. My background includes owning and operating a successful salon, where I honed leadership, team-building, and strategic planning skills. Additionally, I have extensive volunteer experience, including developing programs for the James Boccardo Reception Center and supporting initiatives for Ronald McDonald Children's Hospital. My combination of hands-on experience, community engagement, and strong leadership makes me well-equipped to contribute effectively to this role.

What are your goals in serving on this Board/Commission/Committee?

My goals are deeply rooted in my lifelong commitment to community service. With over 20 years of hands-on experience in nonprofits, I am not just looking to serve part-time; I am dedicated to making a profound, lasting impact. I aim to join forces with like-minded individuals to foster real change, strengthen our community bonds, uplift families and youth, and create new opportunities for growth and support. This is more than a role it's my calling, and I'm here to contribute my entire self to building a brighter, more resilient future.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

I would also be enthusiastic about serving on the Human Services Commission. This platform would allow me to leverage my extensive experience in nonprofit work and community engagement to further support vulnerable populations and strengthen social services. I am committed to fostering collaboration, driving meaningful initiatives, and enhancing the well-being of our community.

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

I bring over two decades of comprehensive community service experience, having worked with numerous nonprofits and spearheaded initiatives that address critical community needs. My background includes leadership in business management as a salon owner, where I cultivated skills in strategic planning, team development, and client relations. Additionally, I hold a solid foundation in community outreach, having developed and managed programs that support underrepresented populations. My practical experience is complemented by a deep commitment to lifelong learning and professional growth, making me well-prepared to contribute effectively to this position.

What are your goals in serving on this Board/Commission/Committee?

My goals are to dedicate my lifelong passion for community service to meaningful, sustainable change. With over 20 years of experience, I am committed to collaborating with other passionate individuals to create a more connected, resilient community. I aim to amplify resources, support families and youth, and foster inclusive growth. This role is more than just a position—it's a calling to be a catalyst for positive transformation and to help shape a brighter future for everyone in our county and beyond.

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Jaclyn c Salinas

Jaclyn Salinas
[redacted] | [redacted]

Professional Objective

Licensed beauty professional with **20+ years of experience driving sales and delivering exceptional client experiences**, familiar with **multiple top-tier beauty brands**. Passionate about **building lasting client relationships, inspiring confidence through expert beauty consultation, and exceeding performance goals**. Seeking to bring **expertise, energy, and luxury-brand professionalism** to Bloomingdale's as a Beauty Advisor.

Professional Summary

- Accomplished, **results-driven licensed beauty professional** with extensive experience representing and consulting on **multiple top-tier beauty brands**.
- Recognized for **creating unforgettable client experiences**, fostering trust, and driving repeat business through expert consultation and trend-driven recommendations.
- Proven ability to **consistently exceed sales targets**, develop brand loyalty, and maximize in-store and online revenue.
- Skilled in **makeup artistry, hairstyling, skincare consultations, product education, merchandising, and event execution**.
- Dynamic communicator with a talent for inspiring confidence, engaging customers, and delivering polished, high-energy presentations.

Professional Experience

Owner / Licensed Cosmetologist & Makeup Artist – Godis
Southern California | 2022 – Present

- Founded and manage **Godis**, overseeing all operations, marketing, and client services for a high-end beauty brand.
- Deliver **personalized makeup application lessons, skincare consultations, and styling tutorials**, building lasting client relationships.
- Mentor and train aspiring cosmetologists, fostering technical and professional growth.
- Develop and execute **strategic marketing campaigns and social media initiatives**, growing brand visibility and client engagement.

- Implement **client feedback systems**, tracking satisfaction and making adjustments to continually enhance service quality.
- Increased **repeat client bookings by 35% within the first year** through personalized follow-ups and loyalty initiatives.

Salon Stylist & Makeup Artist – Scandalous Salon
Willow Glen, CA | 2014 – 2020

- Provided **advanced hairstyling, coloring, and makeup services**, consistently achieving client satisfaction and repeat bookings.
- Consulted with clients to understand preferences, providing **tailored recommendations** that increased product sales and client retention.
- Delivered **trend-driven beauty advice**, including seasonal color and style recommendations, educating clients on maintenance.
- Assisted in **salon operations, scheduling, inventory management, and marketing campaigns**, contributing to overall business growth.
- Conducted **live demonstrations and educational workshops**, increasing client engagement and showcasing techniques.

Regional Representative – The Beauty Source
Northern California | 2012 – Jan 2014

- Represented **multiple beauty brands** across retail locations, driving sales growth, market presence, and brand awareness.
- Opened new accounts and prospected potential clients to expand **territory sales by 20% year-over-year**.
- Provided **educational seminars to salon stylists**, teaching product usage, application techniques, and effective selling strategies.
- Built strong relationships with salon owners and staff, fostering loyalty and repeat business.
- Supported **in-store promotions, product launches, and marketing initiatives** to enhance brand visibility.
- Monitored and reported on **regional sales trends**, recommending strategies to optimize performance and product placement.

Beauty Advisor – Lancôme / Nordstrom
San Jose, CA | 2009 – 2011

- Delivered **exceptional client experiences**, providing personalized consultations, skincare advice, and makeup application lessons.
- Achieved **top sales performance**, consistently exceeding KPIs and recognized as a leading sales performer within the region.
- Assisted in **visual merchandising, product launches, and promotional events**, enhancing the customer shopping experience.
- Trained new team members on product knowledge, application techniques, and sales strategies.
- Maintained accurate records of client preferences, purchases, and feedback, allowing for **targeted follow-ups and personalized recommendations**.

Education & Certifications

- **State of California Barbering & Cosmetology License** – 2004
- **Bellami Certified Extensionist** – 2022
- **Entrepreneurial Certification** – 2016

References

Available upon request

Application Form

Profile

Theodore (First Name) | X (Middle Initial) | Garcia (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | [redacted] (Suite or Apt)

Burbank (City) | CA (State) | 91501 (Postal Code)

[redacted] (Primary Phone) | [redacted] (Alternate Phone)

Wipro (Employer) | Global Leader, Media and Entertainment Consulting Services (Job Title) | Media Consultant (Occupation)

Which Boards would you like to apply for?

Heritage Commission: Submitted

Length of time as a Burbank Resident:

50+ years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

Many years ago, I, along with Mary Jane Strickland, the founder of the Burbank Historical Society, wrote the initial draft which formed the Heritage Commission. I served as the first Chairman of the Commission and worked with City Staff to conduct the first City sponsored windshield survey to assess properties of historical significance. I would be interested in serving the City again for the unexpired position to help continue the mission of the Heritage Commission. As a current member of the Historical Society Board of Directors, I would also like to investigate opportunities for collaboration between the Commission, Society and others interested in recognising the history of the City of Burbank.

Education

UCLA- BS in Econometrics- Los Angeles LBS-Masters in International Business Administration- London

Additional Pertinent Courses or Training

Over the years I have participated in several continuing education courses in historic preservation offered thru the LA Conservancy, USC, the National Trust for Historic Preservation. I also co-authored a book on the history of Burbank, which was commissioned by the Burbank Unified School District as part of the elementary school history program.

Other Pertinent Skills, Experience or Interests

Significant experience with grant writing.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

Founding Member, Burbank Heritage Committee Burbank Civic Pride Committee Burbank Art in Public Places Committee (Special projects including Police/Fire Department, Court House Parking Garage and a couple of others

List Community activities in which you are involved:

Burbank Historical Society Boys and Girls Club Leadership Burbank- FIrst Class Created

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

Not Applicable

Conflict of Interest

Conflict of Interest:

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○ Yes ◉ No

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Burbank Heritage Committee

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

See above

What are your goals in serving on this Board/Commission/Committee?

Engage in discussion on strategic plan for Heritage Commission Assess relevant properties in the City of Burbank for special recognition Promote Historic Preservation as appropriate Undertake any special assignments from City Council

Second Choice

SECOND choice for Board/Commission/Committee appointment:

No Second Choice

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Theodore X Garcia

Please Read

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☑ I Agree

Theodore X Garcia

Theodore X Garcia

[redacted] [redacted]

MEDIA VALUE CHAIN & CUSTOMER SUCCESS EXECUTIVE

Accomplished Supply and Demand Chain Operations Executive with experience identifying, defining and delivering enterprise-wide business and technical solutions for the Media and Entertainment Industry. Cross-functional manager and consultant, adept at understanding the interrelationships between people, technology, processes, data and resources that influence and inform strategic and tactical decisions and drive productivity, adoption, and profitability.

CAREER SUMMARY

As Partner and Global Leader for Wipro's Media and Entertainment Consulting Practice, my responsibilities include strategic growth, revenue management, client satisfaction and customer success across all facets of the relationships with my clients.

As Executive Vice President for RSG Media's Customer Success & Delivery organization, I worked with the largest media companies to deliver sustainable revenue from new and catalogue content and effective channel management. Led professional services (business process management) for royalty's calculations and licensee reporting. Managed business development, marketing and alliance/partnerships engagement. Deployed systems leveraging AI, Machine Learning and Blockchain.

Prior to RSG Media, I served as Vice President for Cognizant's communications, media and entertainment practice, and worked with the major motion picture and television studios, game publishers, music labels and ad agencies in the operations surrounding digital and physical content creation, distribution and customer engagement. Led multiple people and change initiatives.

Over a 20+ year career, I have worked with content owners to define strategies that have enabled efficient and cost-effective production processes while maximizing revenue across all distribution channels, from theatrical to free TV and interactive media. With a specialization in business transformation, cloud migration and digital systems and technology, have led global initiatives that have streamlined processes, improved quality and created sustainable revenue.

As a consulting practice leader, I had complete responsibility for P/L, revenue management, margin optimization, client satisfaction, sales/business development and project implementation/client success. Led multiple technical projects across corporate finance, human capital management, supply & demand chain management, production, post & distribution and customer care/hyper-personalization.

Theodore X Garcia

[redacted] [redacted]

SUBJECT MATTER SPECIALIST

- Significant experience in the design and execution of executive-level strategic, communication and change management plans.
- Significant experience in managing and resolving crisis situations.
- Significant experience with content management, business intelligence/data analytics, rights management using AI, ML and Blockchain, content acquisition, digital and physical global distribution.

EMPLOYMENT HISTORY

Partner and Global Practicer Leader, Consulting Services-
Wipro- Los Angeles (Aug 2025-Present

Interim Practice Lead, Media and Entertainment
OmniMedia Solutions Group-Los Angeles (Dec 2024-July 2024)- Freelance

Executive Vice President, Strategy, Customer Success and Business Development
RSG Media- Los Angeles, New York, London (April 2018-November 2024)

Vice President- Communications, Media and Entertainment- Western Region Practice Leader
Cognizant- Los Angeles, CA (July 2016-April 2018)

Executive Vice President- Strategy and Development
FilmTrack- Los Angeles, CA (Oct 2012-June 2016)

Managing Director- Media, Entertainment and Communications Sector Leader
PwC-Los Angeles, CA (April 2009-September 2012)

Principal- North American Strategy and Transformation Leader
Capgemini LLC- Media, Entertainment and Technology-, Los Angeles, CA. (2004-2009)
Executive Director- Global Shared Services

Vivendi Universal, Universal City, CA – Universal Music & Studios Group (1998-2004)

EDUCATION

Masters-International Business Management- LBS, London, England

BS-Econometrics- UCLA, Los Angeles, California

Theodore X Garcia

[redacted] [redacted]

ADDENDUM: CAREER EXPERIENCE & EXPERTISE

- Demonstrated management and leadership abilities over a 25+-year career with expertise in process improvement and technical capabilities with IT tools/systems.
- Implementation experience across SAP, Oracle, and various IPM/Rights Management tools.
- Effectively directed implementation of large-scale digital transformation initiatives.
- Served as executive sponsor for multiple app migrations to cloud (Azure, AWS, Google).
- Led project development and implementation efforts for ticketing/revenue management systems, Kronos, Service Now Helpdesk, SAP Finance/Hana migration and IPM initiatives.
- Managed rights exploitation strategy for more than 100 global media companies.
- Developed new strategies for leveraging cloud-based storage/retrieval services.
- Led efforts to assist clients with their VOD-out of the box solutions.
- Defined Digital Media strategy, including framework for value chain across production and post, roles/responsibilities, training requirements, communication and change management strategy for major broadcast television network.
- Led requirements elicitation, RFI/RFP and vendor selection for data warehouse and BI supporting cable programming, audience insights and marketing/advertising strategy.
- Led business process re-engineering for theme park maintenance, repair and operations organizational and process structure leveraging IoT.
- Led business case development, requirements elicitation, RFI/RFP, Vendor Selection and Development for a Television Budgeting tool, including ability to support Globals, Ultimates and Upfront calculations.
- Led design effort for future-state residuals processing for SAG, DGA, WGA and major studio participants. Work included business case, requirements and logical architecture and governance models.
- Led analysis on programming acquisition plan for major cable network.
- Led global finance/business process outsourcing transformation effort for major media org.
- Led Digital Supply Chain assessment for major animation studio.
- Led assessment of games and music distribution analysis and business case development related to new business acquisition for major studio.
- Provided conceptual design for Digital Media Delivery offering
- Led the design effort for a Participations and Digital Rights Management tool for several major motion picture studios.
- Led Global Business Continuity Management assessment and mitigation/remediation plan development for global operations of a major studio.
- Led Global Business Transformation project for major home entertainment division, including organizational restructuring, and process improvement.
- Developed strategy for new customer experience within major theme park and cruise line.

Application Form

Profile

Stefan (First Name) | P (Middle Initial) | Doomanis (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Burbank (City) | CA (State) | 91504 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Barry Burnet Realty, Inc. (Employer) | Broker Associate (Job Title) | Realtor (Occupation)

Which Boards would you like to apply for?

Heritage Commission: Submitted

Length of time as a Burbank Resident:

Eight Years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

My interest in serving on the Burbank Heritage Commission is driven by a blend of proven commitment to public service and a deep, focused passion for Burbank's unique history and character.

Education

Campbell Hall High School 1982-1986 Los Angeles Valley College 1988-1990 First Tuesday Real Estate School Agent License 2014 First Tuesday Real Estate School Broker License 2020

Additional Pertinent Courses or Training

Senior Real Estate Specialist Designation

Other Pertinent Skills, Experience or Interests

My greatest complementary skills are in communication, research, and community collaboration, which are essential for the Commission's outreach goals. I actively engage in self-directed research into Burbank's diverse history—including its architectural, entertainment, and military heritage—a valuable skill for identifying and documenting Eligible Historic Resources. Finally, my interest goes beyond property, as I possess a strong personal passion for the preservation of all kinds, which fuels a sincere dedication to the Commission's mission.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

I have not served on any City Boards, Commissions or Committees.

List Community activities in which you are involved:

Member of The Burbank Realtors Community Foundation Board 2025-Ongoing President Washington Elementary Patriots Fundraising Committee 2014-2019 Member PTA 2014 - Current Washington ES, Luther Burbank MS, and Burroughs HS Member Washington Elementary School Site Council 2014-2019 Member Luther Middle School School Site Council 2021-2023

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

NA

Conflict of Interest

Conflict of Interest:

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Heritage Comission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

As a local Realtor in Burbank, I possess a practical, in-depth understanding of local market dynamics and municipal regulations, which is critical for reviewing General Plan and Zoning Ordinance amendments. Crucially, I have hands-on experience with the technical processes of preservation, having recently assisted a client through the initial stages of historical designation for her home, leading toward a Mills Act contract. This technical expertise is directly relevant to the Commission's core function of reviewing designation applications and establishing effective preservation incentive programs to assist property owners.

What are your goals in serving on this Board/Commission/Committee?

My goal in serving is to move beyond appreciating Burbank's history and become an active contributor to its regulatory framework and future. I aim to focus on advancing preservation incentives like the Mills Act and ensuring our policy recommendations regarding the General Plan and Zoning are constructive and sustainable. Ultimately, I want to help foster a citywide commitment to protecting Burbank's architectural and cultural legacy for future generations.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Please Read

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I acknowledge that I have read the above, and by selecting 'Agree' I confirm that I have reviewed and understood the information above.

☑ I Agree

Stefan P Doomanis

Stefan Doomanis

[redacted]

SKILLS

- **Core Skills:** Real Estate Sales & Brokerage, Historic Home Specialist, Business Operations, Customer Service Consulting, Contract Negotiation.
- **Personal Traits:** Social, Decisive, Honest, Dedicated.

EXPERIENCE

Barry Burnett Realty, Burbank, CA — *Broker Associate*

February 2014 - PRESENT

- Transitioned from Agent to Broker Associate, demonstrating increased responsibility and expertise in real estate law and compliance.
- Combine market expertise with a passion for historic homes, assisting clients in valuing, buying, and selling architecturally significant properties.
- Facilitate residential and commercial property transactions, guiding clients through the process with honesty and dedication.
- Leverage strong social skills to build a robust network of clients and partners.

Dynamic Advantage, Inc. Burbank, CA — *President*

March 2004 - PRESENT

- Lead a customer service consulting firm dedicated to helping businesses improve client satisfaction and retention.
- Oversee all high-level business strategies, client consulting, and operational management.
- Utilize decades of operational experience to analyze business service gaps and provide decisive solutions.

EDUCATION

- Campbell Hall High School | *1982-1986*
- Los Angeles Valley College | *Art History* | *1988 – 1989*
- First Tuesday Real Estate School | Agent License *2014 Broker License 2020*

LEADERSHIP

- Director Acacia Creek Board | 2019- PRESENT
- Member Community Service Association Board, Burbank Association of Realtors | 2025
- President Washington Elementary Patriots Fundraising Committee | 2014-2019
- Member Youth Orders Committee, California Grand Lodge of Freemasonry | 2020-2015
- Director Mystery Shop Providers Association Board | 2010-2012

AWARDS

- California PTA Honorary Service Award - 2017

Application Form

Profile

Zach (First Name) | o (Middle Initial) | Martin (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Burbank (City) | CA (State) | 91505 (Postal Code)

[redacted] (Primary Phone) | (Alternate Phone)

Formosa (Employer) | Sound Mixer (Job Title) | Sound Mixer (Occupation)

Which Boards would you like to apply for?

Heritage Commission: Submitted

Length of time as a Burbank Resident:

5 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

I live and work in Burbank and I love this city. I am interested in serving on the heritage because I Burbank has such a unique and under stated history. For a city named after a Dentist it has hosted so many giants from history. It instantly feels so familiar because it has been the backdrop from so much film and television. I would love to be a part of celebrating and preserving that history.

Education

I graduated from the Art Institute of Seattle with an associates in arts degree.

Additional Pertinent Courses or Training

Other Pertinent Skills, Experience or Interests

I graduated from the 2025 Burbank Rise Program. Rise has given me the skills, confidence, and knowledge to participate more actively in my community.

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

I have no prior involvement on a board, commission, or committee.

List Community activities in which you are involved:

I am a member of the Burbank volunteer group and I volunteered last summer at the Burbank Animal Shelter.

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

Rules of law and ethics prohibit members from participating in and voting on matters in which they may have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Commission or Committee to which you seek appointment?

○ Yes ◉ No

If you answer yes, explain in detail any potential conflicts in the same manner as required by the Fair Political Practices Commission's Statement of Economic Interests (Form 700). (If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk prior to submitting your application.)

Zach o Martin

AB 1234 Training

Some Boards, Commissions, and Committees may receive City reimbursement for attending trainings or conferences. Therefore, under State Law, all members of the Board of Library Trustees, Burbank Water and Power Board, Infrastructure Oversight Board, Planning Commission, and Police Commission must receive at least two hours of ethics training, as prescribed by the Fair Political Practices Commission, within one year of appointment and once every two years thereafter.

First Choice

FIRST choice for Board/Commission/Committee appointment:

Heritage

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

I am an avid reader and researcher. I think this would applicable for researching aspects of the city that should be protected.

What are your goals in serving on this Board/Commission/Committee?

To preserve and celebrate Burbanks heritage.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

Acknowledgement

Zach o Martin

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☑ I Agree

Zach o Martin

Application Form

Profile

Corey
First Name

Middle Initial

Mensing
Last Name

[redacted]
Email Address

[redacted]
Home Address

[redacted]
Suite or Apt

Burbank
City

CA
State

91501
Postal Code

[redacted]
Primary Phone

Alternate Phone

Bur-Cal Management
Employer

On-Site Property Manager
Job Title

On-Site Property Manager
Occupation

Which Boards would you like to apply for?

Heritage Commission: Submitted

Length of time as a Burbank Resident:

12 years

Burbank Registered Voter?

(•) Yes ( ) No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board, commission or committee?

nd have been actively involved in initiatives including transportation, sustainability, and the Public Library. Professionally, I work in entertainment and media, leading global brand and cultural campaigns that emphasize preservation of creative legacy. In Burbank, I have conducted archival research at the Public Library to understand the city's historical trajectory and uncover events that have shaped its present, which informs my contributions to discussions about the city's future. The November 2025 declaration of Native American Heritage Month deeply resonated with me. In the city where I was born, I have previously had conversations with the City Council about ways to honor and integrate native culture into the current zeitgeist, preserving it for future generations. With my background in DEI and cultural storytelling, I am motivated to serve on the Heritage Commission to help preserve and celebrate Burbank's history while ensuring it is inclusive, representative, and meaningful for future generations.

Education

Education Bachelor of Arts — Communication University of Colorado

Additional Pertinent Courses or Training

Diversity, Equity & Inclusion initiatives, heritage and cultural-history research, archival documentation

Other Pertinent Skills, Experience or Interests

Global brand and marketing strategy, cross-functional stakeholder collaboration, archival research and historical storytelling, DEI and community engagement work

Upload a Resume

Community Involvement

Specify current or prior service on a City Board, Commission or Committee, listing specific the specific Board, Commission, or Committee and dates of prior service.:

I have not previously served on a City Board, Commission, or Committee.

List Community activities in which you are involved:

Archival and historical-research work at Burbank Public Library; volunteer or informal advocacy for heritage, community engagement, and inclusive representation; prior applications/involvement in transportation, sustainability, and library-related initiatives

If you are related to any City of Burbank employee(s), please state their name(s), relationship(s), and department(s). If you are not related to a City of Burbank employee, please put N/A.

N/A

Conflict of Interest

Conflict of Interest:

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First Choice

FIRST choice for Board/Commission/Committee appointment:

Heritage Commission

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position.

My professional career in entertainment and media focuses on cultural storytelling and brand identity, skills that translate to contextualizing, interpreting, and communicating heritage. My archival research at the Burbank Public Library has given me deep exposure to Burbank's history, enabling me to evaluate historic-resource applications with informed perspective. My DEI background allows me to advocate for heritage preservation that honors the full breadth of the city's cultural legacy.

What are your goals in serving on this Board/Commission/Committee?

To help identify, preserve, and designate historic resources; advocate for inclusive representation of Burbank's diverse histories, including underrepresented communities; raise public awareness of the city's heritage; and support heritage-preservation policies and community engagement initiatives that strengthen civic pride.

Second Choice

SECOND choice for Board/Commission/Committee appointment:

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position

What are your goals in serving on this Board/Commission/Committee?

Supplemental Questions (Infrastructure Oversight Board Only)

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☑ I Agree

Corey Mensing

Resume available upon request or during an in-person meeting.

Burbank Municipal Code Section 2-1-420: Heritage Commission

Burbank Municipal Code Section 2-1-420: Heritage Commission

A. ESTABLISHMENT AND COMPOSITION OF COMMISSION: There is hereby created a Heritage Commission consisting of five (5) residents of the City. The Commission shall be composed of members with a demonstrated interest, competence, or knowledge in historic preservation. To the extent possible, at least two (2) members should have professional backgrounds in a discipline related to historic preservation. In case of the absence of the chair, the members present at any meeting shall select one (1) of their members to act as chair pro tempore.

B. POWERS AND DUTIES OF COMMISSION: The Heritage Commission shall have the following powers and duties:

Powers: The Commission shall serve as an advisory committee to the Council. The powers of the Commission shall be as follows:

a. Review all applications for approval of Designated Historic Resources and make a recommendation to the City Council for the approval, denial, or modification to the application;

b. Review the City's criteria for Designated Historic Resources and make recommendations to the City Council for changes to the designation criteria or procedures, as appropriate;

c. Review and make decisions on all applications for Permits to Alter Designated Historic Resources;

d. Review ongoing maintenance requirements for Designated Historic Resources;

e. Nominate historic resources for listing and/or designation at the state or federal level;

f. Review and make recommendations to the City Council on all regulations and policies related to historic preservation including but not limited to: General Plan amendments, Specific Plans, and Zoning Ordinance amendments;

g. Review and make recommendations on environmental documents for projects that have the potential to cause a significant adverse impact on Designated or Eligible Historic Resources; and

h. Perform any other functions as directed by the City Council.

Duties: Provide oversight and direction to City staff in the following matters:

a. Maintain a list of Designated Historic Resources;

b. Maintain a list of Eligible Historic Resources;

c. Conduct surveys of Eligible Historic Resources;

d. Establish policies and programs that educate the community about Burbank's unique character and heritage;

e. Establish policies and programs for the recognition, protection, and use of eligible and designated historical resources;

f. Establish and promote preservation incentive programs to assist with the preservation and maintenance of historical resources, including but not limited to: rehabilitation loan programs, architectural consultation services, state and federal grant programs, or property tax abatement programs; and

g. Identify grants and other funding opportunities to assist with the identification, preservation, and maintenance of historical resources.

C. MEETINGS; QUORUM: The Heritage Commission shall meet on call at the request of the chairperson or the Community Development Director when there is sufficient business warranting that the Commission convene. Written notice of such meeting shall be given at least five (5) days prior to the meeting to each member and any other appropriate individual, pursuant to the terms and provisions contained in Government Code Section 54956. The Community Development Department shall provide staff support to the Commission to the extent approved by the Council through the budget process but in no way shall the Commission nor any member thereof incur any financial liability in the name of the City.

D. APPEAL OF HERITAGE COMMISSION DECISION: Any final decision of the Commission which is otherwise not automatically heard by Council may be appealed in accordance with Section 2-1-1501 et seq. of this code. All officers, divisions and division heads of the City shall cooperate and render all reasonable and necessary assistance to the Heritage Commission. [Added by Ord. No. 3381; eff. 10/15/94; Formerly numbered Section 2-419.1; Renumbered by Ord. No. 3472, eff. 10/18/97; Amended by Ord. No. 3812, eff. 6/24/11; 3696.]